



Mayor

M. Andy Moore

Mayor Pro-Tem

Roger A. Wood

Council Members

Marlon Lee

Sloan Stevens

Travis Scott

David Barbour

John A. Dunn

Stephen Rabil

Town Attorney

Robert Spence, Jr.

Town Manager

Michael L. Scott

Finance Director

Andrew Harris

Town Clerk

Elaine Andrews

Town Council

Agenda

Packet

Meeting Date: Tuesday, March 18, 2025

Meeting Time: 7:00 p.m.

Meeting Place: Town Hall Council Chambers

350 East Market Street

Smithfield, NC 27577



**TOWN OF SMITHFIELD
TOWN COUNCIL AGENDA
REGULAR MEETING MARCH 18, 2025
7:00 PM**

Call to Order Invocation

Pledge of Allegiance

Approval of Agenda

Presentations: None

Page

Public Hearings:

- 1. Preliminary Plat – Buffalo Ridge (S-25-01):** Smithfield Land Group, LLC is requesting preliminary plat of 139.86 acres of land in the R-8 Conditional Zone, located at 1041 Buffalo Road, also identified by the Johnston County Tax ID 140001021, into 210 detached single-family residential lots
(Planner I – Micah Woodard) See attached information.....1

- 2. Conditional Zoning Request – Finley Landing Phase 5 Alternate Plan (CZ-25-01):** Triangle Land Partners, LLC, is requesting an amendment to the Finley Landing Conditional Zoning master plan, amending 48.65 acres with an alternate plan replacing the 360-unit apartment development with a proposal for 160 lot development consisting of 141 townhome and 19-detached single-family lots.
(Planner I – Micah Woodard) See attached information.....31

- 3. Annexation Request – Town of Smithfield (ANX-25-01): The Town of Smithfield has initiated annexation of contiguous property owned by the municipality in accordance with NCGS 160A-31 (g)**
(Planner I – Micah Woodard) See attached information.....59

Citizens’ Comments

Consent Agenda Item:

- 1. Consideration and request for approval to adopt Resolution No. 768 (07-2025) setting the date for public hearing on the petition for voluntary noncontiguous annexation of the West Smithfield Elementary School**
(Planner I – Micah Woodard) See attached information.....77

Business Items:

- 1. Consideration and request for approval to adopt Resolution No. 769 (08-2025) supporting the Smithfield to Benson East Coast Greenway Feasibility Study**
(Planner I – Micah Woodard) See attached information.....103

- 2. FY 2025-2026 Budget Discussions**
(Town Manager – Michael Scott)

Councilmember’s Comments

Town Manager’s Report:

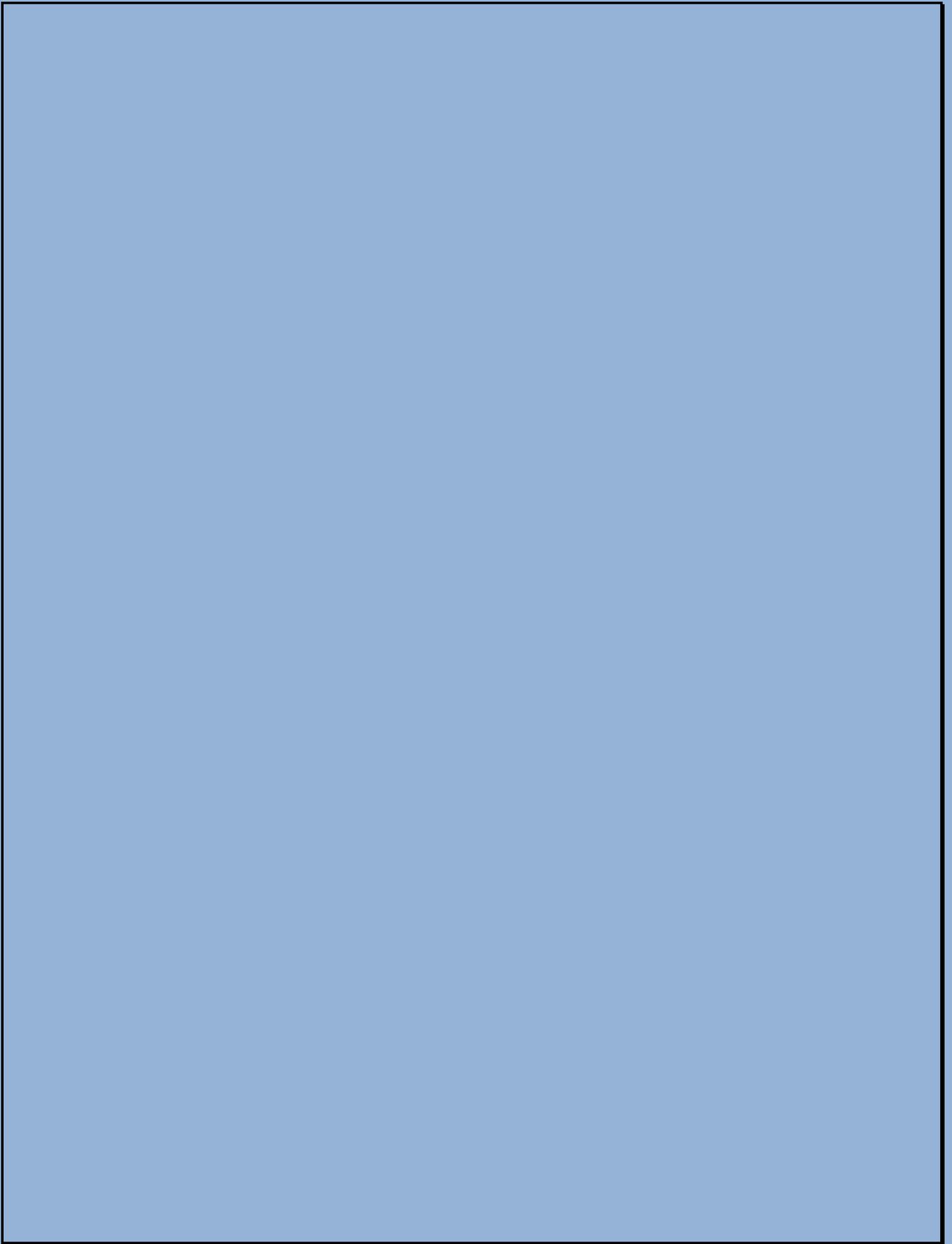
- Manager’s Report (Will be provided at the Meeting)

Closed Session NCGS 143-318 (a) (6)

Reconvene in Open Session

Recess to a specified date and time to be determined by the Town Council

Public Hearings





Request for Town Council Action

**Public
Hearing:** S-25-01
Date: 03/18/2025

Subject: Buffalo Ridge Preliminary Plat
Department: Planning Department
Presented by: Planner I – Micah Woodard
Presentation: Public Hearing

Issue Statement

Smithfield Land Group, LLC is requesting preliminary plat of 139.86 acres of land in the R-8 Conditional Zone, located at 1041 Buffalo Road, also identified by the Johnston County Tax ID 140001021, into 210 detached single-family residential lots.

Financial Impact

The future development will contribute to the Town's tax base.

Action Needed

The Town Council is respectfully requested to hold a public hearing and decide whether to approve, approve with conditions, or deny the plat based on the finding of fact for preliminary plats.

Recommendation

Staff recommends approval of the Buffalo Ridge Preliminary Plat based on the finding of fact for preliminary plats with 1 condition.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Draft finding of fact
3. Application/Narrative
4. Preliminary Plat
5. Adjacent Property Owner Listing & Certification
6. Draft Traffic Impact Analysis (TIA) - Separate Attachment



Staff Report

Public Hearing: S-25-01

REQUEST:

Smithfield Land Group, LLC is requesting a preliminary plat of 139.86 acres of land in the R-8 Conditional Zone, located at 1041 Buffalo Road, also identified by the Johnston County Tax ID 140001021, into 210 detached single-family residential lots

PROPERTY LOCATION:

The property is located at 1041 Buffalo Road, north of Buffalo Creek on the west side of Buffalo Road.

APPLICATION DATA:

Applicant:	Smithfield Land Group, LLC
Property Owners:	Smithfield Land Group, LLC
Project Name:	Buffalo Ridge
Tax ID:	14001021
NC PIN:	169411-65-0647
Acreage:	139.860-acres
Present Zoning:	R-8 CZ (Single-Two-Multi-Family Residential Conditional)
Town/ETJ:	Town
Existing Use:	Vacant
Proposed Use:	Single-Family Residential
Fire District:	Smithfield
School Impacts:	Additional households with school-age children
Parks and Recreation:	No parks proposed – fee in lieu
Water and Sewer Provider:	Town of Smithfield
Electric Provider:	Town of Smithfield

ADJACENT ZONING AND LAND USES: (SEE ATTACHED MAP)

	Zoning	Existing Land Uses
North	R-20A	Single-Family Residential
South	R-20A	Vacant Open Space/Floodplain
West	R-20A	Vacant Woodland
East	R-20A, R-8	Single-Family Residential and Vacant Open Space

EXISTING CONDITIONS/ENVIRONMENTAL IMPACTS:

- The site is adjacent to the Neuse River on the west and Buffalo Creek to the south, and both require a riparian buffer.
- The property has 68.3-acres of wetland, 19.5-acres in floodway, 72.4-acres in 100-year floodplain, and 7.4-acres in 500-year floodplain. The site is mostly open with some woods in the lower elevations.
- Sixty-three (63) of the proposed lots will be located in the 100-year floodplain on the property. Lots within the floodplain are required to a finished floor elevation (FFE) that is 2' above the flood elevation as required. The roads may be around the 100-year floodplain elevation. The storm drainage system will be sized for a 10-year storm as required.
- The western portion of the site is within the Waters Supply Critical Area Watershed Overlay which restricts density and has stormwater management requirements.



DEVELOPMENT OVERVIEW:

The proposed development is a 210-lot single-family residential lot subdivision on 139.86-acre site with nearly 93-acres of open space. The proposed local roads are 27' wide back-to-back in 60' public right of way with standard curb and gutter in accordance with Town standards. The development proposes two access points on Buffalo Road and two lateral street connections to Holland Drive to the north. The development will have public water, sewer, and power. Sixty-three (63) of the lots are located within the 100-year flood elevation and there are also stormwater restrictions related to the critical area watershed. The subdivision matches the conditional zoning except for the relocation of the southern entrance and the mail kiosk location.

R-8 CONDITONAL ZONING

The plans are consistent with the approved R- Conditional Zoning Master Plan:

1. Conditional zoning dimensional requirements:
 - Minimum lot width reduction from 70 feet to 50 feet.
 - Minimum lot area reduction from 8,000 sf. to 6,000 sf.
 - Front Setback from 30-feet to 25-feet.
 - Side Setback from 10-feet to 5-feet.
 - Rear Setback from 25-feet to 12-feet, except lots backing up to Holland Drive lots will have 25-foot setback.
2. The minimum corner side yard setback shall be equal to the minimum front setback.
3. That a minimum 3' high landscaped berm with a 6-foot-high opaque vinyl fence be provided along Buffalo Road where back yards face the state road.
4. That the development plans be in accordance with WA-IV-CA Overlay regulations.
5. That curb and gutter and underground drainage be provided along Buffalo Road in accordance with NCDOT requirements.
6. Garages shall be no smaller than 12' x 22' in size.
7. A standard concrete driveway apron be provided for all residential driveways and the kiosk mailbox parking lot entrance.
8. A multi-purpose trail be provided that connects the buffalo Road trail through the open space and extends to the northern property line near lot 38.
9. That the architectural standards be incorporated in a homeowners' association (HOA) documents and include with the standards: a minimum of 1 window per side of each home, corner lots will be required to have no less than (2) windows on each visible side of the residence, and all garages shall have windows or decorative hardware.
10. That the open space amenities, kiosk, parking lot and stormwater management be owned and maintained by an HOA.
11. A traffic study shall be conducted in accordance with the Town's UDO and NCDOT requirements prior to preliminary plat approval.
12. That there be a 6-high opaque vinyl fence along the rear of Holland Drive lots.
13. That the developer shall apply for sewer capacity for the entirety of the development project at the outset, unless directed otherwise by the County.
14. That the homeowners' association shall maintain "no-parking" on the subdivision streets.

SITE ACCESS AND STREET DESIGN:

- The development will have two access points on Buffalo Road. The southern entrance is now located across from the proposed Buffalo Road Subdivision entrance. A NCDOT Permit will be required. The improvements required to Buffalo Road are shown.
- The development proposes two lateral roads connecting to Holland Road utilizing existing vacant right-of-way (currently unopened).
- All the internal roads will be 27' wide b/b within 60' public rights-of-way consistent with town standards.
- Standard curb and gutter will be used throughout the development and on the edge of Buffalo Road.
- Public sidewalks are proposed for both sides of public streets.

TRAFFIC STUDY:

- A traffic study has been completed for the development and the required improvements to Buffalo Road are shown. Improvements include right-of-way dedication and turn lanes. The southern entrance was relocated to line up with the Buffalo Road Subdivision entrance.

OPEN SPACE/RECREATION/TRAILS:

- There are no recommended parks for this site in the Smithfield Parks Plan.
- The development will provide over 93 acres of passive open space area, mostly consisting of wetland and flood plain areas.
- A 20' wide open space area has been provided along Buffalo Road that will include an 8' wide multi-purpose trail, fence and landscaped berm. The trail is consistent with the Pedestrian Plan.
- The developer is proposing walking trails and benches along the perimeter of the new storm ponds into the open space.
- A tot lot playground is proposed adjacent to the mailbox kiosk parking area.
- An HOA will manage and maintain the open space areas.

STORMWATER MANAGEMENT:

No stormwater retention is required because the development will have an impervious footprint that is less than 24%, however the developer is planning to construct 2 stormwater ponds to collect stormwater. The ponds will be designed to mitigate 10-year storm events, meaning the post development runoff from the 10-yr storm will be less than or equal to the predevelopment runoff. Stormwater will also need to meet the requirements for the Critical Area Watershed.

The applicant plans to aerate any wet ponds to control mosquitoes.

MAIL KIOSK AND PARKING LOT:

- A mail kiosk and parking for 17 vehicles is shown near the northern entrance.

ARCHITECTURAL DESIGN STANDARDS (example architecture provided with conditional zoning):

All Lots:

- A combination will be required of no less than two (2) materials on the front facade of all homes.
- All front facades will include no less than 10% of either one (1) of the following materials: brick, stone, or substantially similar substitute material.

Corner Lots:

- All corner lots will be required to have no less than one (1) window on each visible side of the residence.
- Architectural Examples Minimum Standards:



PUBLIC UTILITIES:

- Water, Sewer, and Power will be Town of Smithfield. The developer will apply for sewer capacity for the entirety of the development project at the outset, unless directed otherwise by the County.

BUFFERS AND LANDSCAPING:

- There are 10-lots with backyards facing Buffalo Road. The developer has provided a 20' wide open space area along Buffalo Road and will provide the required landscaping along the road frontage with a berm and fencing to screen the backs of these lots.

- A 10' landscape buffer is proposed between the new lots that back up to the larger Holland Drive lots to the north (+/- 10,000 sq. ft. lots). The buffer will exist within an easement over the new lots. Existing vegetation will be maintained as much as possible during construction.
- The developer is proposing enhanced landscaping near the entrances to the development from Buffalo Road.

SUBDIVISION MONUMENT SIGNS:

- The developer is proposing monument signs at both entrances to the subdivision from Buffalo Road.

PHASING:

- The development is planned to be developed in a single phase with construction starting in Spring of 2025 a 5-year buildout (2030).

FINDING OF FACT (Planning Staff finding in *bold/italic*):

1. The plan is consistent with the adopted plans and policies of the town; ***The preliminary plat is consistent with the comprehensive plan, and conditional zoning master plan.***
2. The plan complies with all applicable requirements of this ordinance; ***The preliminary plat complies with the requirements of the UDO.***
3. There exists adequate infrastructure (transportation and utilities) to support the plan as proposed; ***Adequate infrastructure exists and is being provided for with the improvements to buffalo road.***
4. The plan will not be detrimental to the use or development of adjacent properties or other neighborhood uses. ***The preliminary plat will not be detrimental to the use or development of adjacent properties. The entire corridor is developing/redeveloping in a coordinated manor.***

RECOMMENDATION:

Planning Staff recommend approval of the Buffalo Ridge preliminary subdivision with the following conditions:

1. The plat approval be contingent on the staff approval of construction plans that are in accordance with the conditional zoning approval for the site and all UDO requirements.

RECOMMENDED MOTION:

“Move to approve the Buffalo Ridge preliminary plat, S-25-01, with 1 condition found in the staff report, based on the finding of fact for preliminary subdivisions.

**Town of Smithfield
Preliminary Plat
Finding of Fact / Approval Criteria**

Application Number: S-25-01 **Project Name:** Buffalo Ridge Preliminary Plat

Request: Smithfield Land Group, LLC is requesting preliminary plat of 139.86 acres of land in the R-8 Conditional Zone, located at 1041 Buffalo Road, also identified by the Johnston County Tax ID 140001021, into 210 detached single-family residential lots.

In approving an application for a preliminary plat in accordance with the principles, conditions, safeguards, and procedures specified herein, the Town Council may impose reasonable and appropriate conditions and safeguards upon the approval. The petitioner will have a reasonable opportunity to consider and respond to any additional requirements prior to approval or denial by the Town Council. The Town Council shall include in its comments a statement as to the consistency of the application with the Town's currently adopted Comprehensive Plan. The applicant has the burden of producing competent, substantial evidence tending to establish the facts and conditions which the below requires.

The Town Council shall issue a preliminary plat if it has evaluated an application through a quasi-judicial process and determined that:

1. The plan is consistent with the adopted plans and policies of the town;
2. The plan complies with all applicable requirements of this ordinance;
3. There exists adequate infrastructure (transportation and utilities) to support the plan as proposed; and
4. The plan will not be detrimental to the use or development of adjacent properties or another neighborhood uses

Once all findings have been decided one of the two following motions must be made:

Motion to Approve: *Based upon satisfactory compliance with the above stated findings and fully contingent upon acceptance and compliance with all conditions as previously noted herein and with full incorporation of all statements and agreements entered into the record by the testimony of the applicant and applicant's representative, I move to approve Preliminary Plat Application # S-25-01 with conditions:*

1. The plat approval be contingent on the staff approval of construction plans that area in accordance with the conditional zoning approval for the site and all UDO requirements.

Motion to Deny: *Based upon failure to meet all of the above stated findings and for reasons stated therein, I move to deny Preliminary Plat Application # S-24-07 for the following stated reason:*

Record of Decision:

Based on a motion and majority vote of the Town of Smithfield Town Council for the Preliminary Plat Application # S-25-01 is hereby:

_____ **approved upon acceptance and conformity with the following conditions:**

1. The plat approval be contingent on the staff approval of construction plans that area in accordance with the conditional zoning approval for the site and all UDO requirements.

_____ denied for the noted reasons.

Decision made this ____ day of _____ 2025 while in regular session.

M. Andy Moore, Mayor

ATTEST:

Elaine Andrews, Town Clerk



Town of Smithfield

Planning Department
 350 E. Market St Smithfield, NC 27577
 P.O. Box 761, Smithfield, NC 27577
 Phone 919-934-2116
 Fax: 919-934-1134

**Preliminary Subdivision Application
 General Information**

Development Name **Buffalo Ridge Subdivision**

Proposed Use **Single family residential subdivision**

Property Address(es) **1041 Buffalo Road**

Johnston County Property Identification Number(s) and Tax ID Number (s) for each parcel to which these guidelines will apply:

PIN# 169411-65-0647	TAX ID# 14001021
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Project type? Single Family Townhouse Multi-Family Non-Residential Planned Unit Development (PUD)

OWNER/DEVELOPER INFORMATION

Company Name Smithfield Land Group, LLC	Owner/Developer Name	
Address 2075 Juniper Lake Road, West End, NC, 27376		
Phone (910) 944-0881	Email permits@rhetson.com	Fax

CONSULTANT/CONTACT PERSON FOR PLANS

Company Name 4D Site Solutions, Inc	Contact Name Scott Brown, PE	
Address 409 Chicago Drive, Suite 112, Fayetteville, NC 28306		
Phone 910-426-6777	Email sbrown@4dsitesolutions.com	Fax

DEVELOPMENT TYPE AND SITE DATE TABLE (Applicable to all developments)

ZONING INFORMATION

Zoning District(s) **R-8 Conditional**

If more than one district, provide the acreage of each:

Overlay District? Yes No

Inside City Limits? Yes No

FOR OFFICE USE ONLY

File Number: _____ Date Submitted: _____ Date Received: _____ Amount Paid: _____

Project Narrative

As part of a complete application, a written project narrative that provides detailed information regarding your proposal must be included. On a separate sheet of paper, please address each of the lettered items listed below (answers must be submitted in both hard copy and electronic copy using the Adobe .PDF or MS Word .DOCX file formats):

- a) A listing of contact information including name(s), address(es) and phone number(s) of: the owner of record, authorized agents or representatives, engineer, surveyor, and any other relevant associates;
- b) A listing of the following site data: Address, current zoning, parcel size in acres and square feet, property identification number(s) (PIN), and current legal description(s);
- c) A listing of general information including: the proposed name of the subdivision, the number of proposed lots, acreage dedicated for open space or public use, acreage dedicated within rights of way;
- d) A narrative explaining the intent of the project and/or your original or revised vision for the finished product;
- e) A statement showing the proposed density of the project with the method of calculating said density shown;
- f) Discuss proposed infrastructure improvements and phasing thereof (i.e. proposed roadways, sewer systems, water systems, sidewalks/trails, parking, etc.) necessary to serve the subdivision;
- g) A narrative addressing concerns/issues raised by neighboring properties (discussing your proposal with the neighboring land owners is recommended to get a sense of what issues may arise as your application is processed);
- h) A description of how conflicts with nearby land uses (livability, value, potential future development, etc.) and/or disturbances to wetlands or natural areas are being avoided or mitigated;
- i) Provide justification that the proposal will not place an excessive burden on roads (traffic), sewage, water supply, parks, schools, fire, police, or other public facilities/services (including traffic flows) in the area;
- j) A description of proposed parks and/or open space. Please include a brief statement on the proposed ownership and maintenance of said areas;
- k) A proposed development schedule indicating the approximate date when construction of the project, or stages of the same, can be expected to begin and be completed (including the proposed phasing of construction of public improvements and recreational and common space areas).

STORMWATER INFORMATION

Existing Impervious Surface	0.16/7,061 acres/sf	Flood Hazard Area	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proposed Impervious Surface	33/1,437,480 acres/sf	Neuse River Buffer	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Watershed protection Area	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Wetlands	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

If in a Flood Hazard Area, provide the FEMA Map Panel # and Base Flood Elevation **3720169400K**

NUMBER OF LOTS AND DENSITY

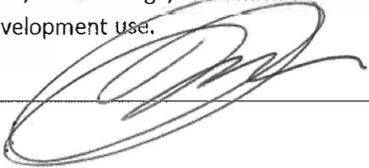
Total # of Single Family Lots	210	Overall Unit(s)/Acre Densities Per Zoning Districts	1.52
Total # of Townhouse Lots	N/A	Acreage in active open space	0
Total # of All Lots	210	Acreage in passive open space	91.9

SIGNATURE BLOCK (Applicable to all developments)

In filing this plan as the property owner(s), I/we do hereby agree and firmly bind ourselves, my/our heirs, executors, administrators, successors and assigns jointly and severally to construct all improvements and make all dedications as shown on this proposed subdivision plan as approved by the Town.

I hereby designate 4D Site Solutions, Inc to serve as my agent regarding this application, to receive and respond to administrative comments, to resubmit plans on my behalf, and to represent me in any public meeting regarding this application.

I/we have read, acknowledge, and affirm that this project is conforming to all application requirements applicable with the proposed development use.

Signature  Date December 19, 2024

Signature _____ Date _____

REVIEW FEES

Major Subdivision (Submit 7 paper copies & 1 Digital copy on CD) \$500.00 + \$5.00 a lot

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File Number: _____ Date Submitted: _____ Date Received: _____ Amount Paid: _____

INFORMATION TO BE PROVIDED ON PRELIMINARY AND FINAL PLATS.

The preliminary plats shall depict or contain the information indicated in the following table. An "X" indicates that the information is required.

	<i>Preliminary Plat</i>
Vicinity map (6" W x 4" H) showing location of subdivision in relation to neighboring tracts, subdivision, roads, and waterways (to include streets and lots of adjacent developed or platted properties). Also include corporate limits, Town boundaries, county lines if on or near subdivision tract.	X
Boundaries of tract and portion to be subdivided, including total acreage to be subdivided, distinctly and accurately represented with all bearings and distances shown.	X
Proposed street layout and right-of-way width, lot layout and size of each lot. Number lots consecutively throughout the subdivision.	X
Name of proposed subdivision.	X
Statement from the Johnston County Health Department that a copy of the sketch plan has been submitted to them, if septic tanks or other onsite water or wastewater systems are to be used in the subdivision, AND/OR statement from the County Public Utilities that application has been made for public water and/or sewer permits.	X
Graphic scale.	X
North arrow and orientation.	X
Concurrent with submission of the Preliminary Plat to the Town, the subdivider or planner shall submit copies of the Preliminary Plat and any accompanying material to any other applicable agencies concerned with new development, including, but not limited to: District Highway Engineer, County Board of Education, U.S. Army Corps of Engineers, State Department of Natural Resources and Community Development, for review and recommendation.	X
List the proposed construction sequence.	X
Storm water plan – see Article 10, Part VI.	X
Show existing contour lines with no larger than five-foot contour intervals.	X
New contour lines resulting from earth movement (shown as solid lines) with no larger than five-foot contour intervals (existing lines should be shown as dotted lines).	X
Survey plat, date(s) survey was conducted and plat prepared, the name, address, phone number, registration number and seal of the Registered Land Surveyor.	X
Names, addresses, and telephone numbers of all owners, mortgagees, land planners, architects, landscape architects and professional engineers responsible for the subdivision (include registration numbers and seals, where applicable).	X
Date of the drawing(s) and latest revision date(s).	X

Information	Preliminary Plat
The owner's name(s) of adjoining properties and Zoning District of each parcel within 100' of the proposed site.	X
State on plans any variance request(s).	X
Show existing buildings or other structures, water courses, railroads, bridges, culverts, storm drains, both on the land to be subdivided and land immediately adjoining. Show wooded areas, marshes, swamps, rock outcrops, ponds or lakes, streams or stream beds and any other natural features affecting the site.	X
The exact location of the flood hazard, floodway and floodway fringe areas from the community's FHBM or FIRM maps (FEMA). State the base flood elevation data for subdivision.	X
Show the minimum building setback lines for each lot.	X
Provide grading and landscape plans. Proposed plantings or construction of other devices to comply with the screening requirements of Article 10, Part II.	X
Show location of all proposed entrance or subdivision signage (see Section 10.23.1).	X
Show pump station detail including any tower, if applicable.	X
Show area which will not be disturbed of natural vegetation (percentage of total site).	X
Label all buffer areas, if any, and provide percentage of total site.	X
Show all riparian buffer areas.	X
Show all watershed protection and management areas per Article 10, Part VI.	X
Soil erosion plan.	X
Show temporary construction access pad.	X
Outdoor illumination with lighting fixtures and name of electricity provider.	X
The following data concerning proposed streets:	
Streets, labeled by classification (see Town of Smithfield construction standards) and street name showing linear feet, whether curb and gutter or shoulders and swales are to be provided and indicating street paving widths, approximate grades and typical street cross-sections. Private roads in subdivisions shall also be shown and clearly labeled as such.	X
Traffic signage location and detail.	X
Design engineering data for all corners and curves.	X
For office review; a complete site layout, including any future expansion anticipated; horizontal alignment indicating general curve data on site layout plan; vertical alignment indicated by percent grade, PI station and vertical curve length on site plan layout; the District Engineer may require the plotting of the ground profile and grade line for roads where special conditions or problems exist; typical section indicating the pavement design and width and the slopes, widths and details for either the curb and gutter or the shoulder and ditch proposed; drainage facilities and drainage.	X

Information	Preliminary Plat
Type of street dedication; all streets must be designated public. (Where public streets are involved which will be dedicated to the Town, the subdivider must submit all street plans to the UDO Administrator for approval prior to preliminary plat approval).	X
When streets have been accepted into the municipal or the state system before lots are sold, a statement explaining the status of the street in accordance with the Town of Smithfield construction standards.	X
If any street is proposed to intersect with a state maintained road, a copy of the application for driveway approval as required by the Department of Transportation, Division of Highways Manual on Driveway Regulations. (1) Evidence that the subdivider has applied for such approval. (2) Evidence that the subdivider has obtained such approval.	X X X
The location and dimensions of all:	
Utility and other easements.	X
Pedestrian and bicycle paths.	X
Areas to be dedicated to or reserved for public use.	X
The future ownership (dedication or reservation for public use to governmental body or for owners to duly constituted homeowners' association) of recreation and open space lands.	X
Required riparian and stream buffer per Article 10, Part VI.	X
The site/civil plans for utility layouts including:	
Sanitary sewers, invert elevations at manhole (include profiles).	X
Storm sewers, invert elevations at manhole (include profiles).	X
Best management practices (BMPs)	X
Stormwater control structures	X
Other drainage facilities, if any.	X
Impervious surface ratios	X
Water distribution lines, including line sizes, the location of fire hydrants, blow offs, manholes, force mains, and gate valves.	X
Gas lines.	X
Telephone lines.	X
Electric lines.	X
Plans for individual water supply and sewage disposal systems, if any.	X
Provide site calculations including:	
Acreage in buffering/recreation/open space requirements.	X
Linear feet in streets and acreage.	X
The name and location of any property or buildings within the proposed subdivision or within any contiguous property that is located on the US Department of Interior's National Register of Historic Places.	X

<i>Information</i>	<i>Preliminary Plat</i>
Sufficient engineering data to determine readily and reproduce on the ground every straight or curved line, street line, lot line, right-of-way line, easement line, and setback line, including dimensions, bearings, or deflection angles, radii, central angles and tangent distance for the center line of curved property lines that is not the boundary line of curved streets. All dimensions shall be measured to the nearest one-tenth of a foot and all angles to the nearest minute.	X
The accurate locations and descriptions of all monuments, markers, and control points.	X
Proposed deed restrictions or covenants to be imposed upon newly created lots. Such restrictions are mandatory when private recreation areas are established. Must include statement of compliance with state, local, and federal regulations.	X
A copy of the erosion control plan submitted to the Regional Office of NC- DNRCD, when land disturbing activity amounts to one acre or more.	X
All certifications required in Section 10.117.	X
Any other Information considered by either the subdivider, UDO Administrator, Planning Board, or Town Council to be pertinent to the review of the plat.	X
Improvements guarantees (see Section 5.8.2.6).	

FOR OFFICE USE ONLY

File Number: _____ Date Submitted: _____ Date Received: _____ Amount Paid: _____

REQUIRED FINDING OF FACT

Article 4 of the Town of Smithfield Unified Development Ordinance requires applications for a preliminary subdivision plat approval to address the following findings. The applicant has the burden of producing competent, substantial evidence tending to establish the facts and conditions which this section requires. The Town Council shall grant preliminary subdivision approval if it has evaluated an application through a quasi-judicial process and determined that:

- 1) The plan is consistent with the adopted plans and policies of the town;
See attached

- 2) The plan complies with all applicable requirements of this ordinance;
See attached

- 3) There exists adequate infrastructure (transportation and utilities) to support the plan as proposed;
and
See attached

- 4) The plan will not be detrimental to the use or development of adjacent properties or other neighborhood uses.
See attached

Project narrative:

The proposed Buffalo Ridge Subdivision is a 139.5 acre site proposing single-family lots. The roads are designed as local residential streets. There are four (4) proposed entrances, two (2) main entrances off Buffalo Road and two auxiliary entrances off Holland Road. The proposed subdivision will include extensive open space areas (approximately 92 acres), primarily on the lower half of the property toward the Neuse River, to take advantage of the picturesque slopes and gradient change of the property. The proposal of public sewer is connecting to the county's existing sewer system that is located on the west side of the Neuse River. Public water is available via extending from the 12" water main along Buffalo Road.

Owner:

Smithfield Land Group, LLC
Greg Stewart
2075 Juniper Lake Road
West End, NC 27376
910-944-0881
permits@rhetson.com

Engineer/Surveyor:

4D Site Solutions, Inc
Scott Brown, PE
409 Chicago Drive, Suite 112
Fayetteville, NC 28306
910-426-6777
sbrown@4dsitesolutions.com

Site information:

1041 Buffalo Road
Current Zoning – R-8 CZ
Acreage – 139.5 ac (6,075,372 sf)
Pin # - 169411-65-0647

Subdivision information:

Name – Buffalo Ridge Subdivision

Proposed lots – 210
Open space – 91.9 ac (4,003,164 sf)
Proposed ROW – 14.6 ac (635,098 sf)

Density:

The proposed density of the project is 1.5 lots/ac. This is determined by dividing the 210 lots by 139.5 ac.

Utilities:

The subdivision will be served by public water and sewer and public streets. There are 9,582 lf of new streets, 17,410 lf of new sidewalk, 9,419 lf of new water main and 9,454 lf of new sewer main. Sidewalks are proposed on both side of the new streets. Walking trails and benches will be placed along the perimeter of the new storm ponds. The proposed 210 lots will require ~50,400 gpd of sewer allocation. A mail kiosk area will be provided that includes 17 parking spaces.

Neighboring Parcels Narrative

This area is a growing residential area with a 30 home residential neighborhood slightly North of the proposed development. During the conditional rezoning, concerns were raised about developing smaller lots adjacent to this existing development. The rear setback will remain at 25' for the lots along Holland Drive per the approved conditional rezoning.

Conflicts of nearby land use

The nearby land uses are a variety of residential uses. The proposed development is consistent with the Comprehensive Growth Management plan and compatible with surrounding land uses. The proposed development will adhere to all UDO development standards. Impacts to wetlands will be limited to road crossings required for access.

Development Burden

Buffalo Road is a NCDOT street. The two access points and associated improvements as a result of the proposed development will be coordinated with NCDOT. A traffic impact analysis (TIA) was completed for the project. The TIA recommended right and left turns lanes with 50' of storage be installed for both entrances. The turn lanes have been provided with a 100' of storage in lieu of the recommended 50'. A 10' ROW dedication will be provided along Buffalo Road. Fire flow testing will be completed to confirm that

water is available not only for fire flow but domestic flow as well. Excessive burdens are not anticipated on the school system or emergency services.

Open Spaces/Proposed Ownership & Maintenance

Approximately 92 acres of this proposed development will be open space. For this development, a homeowners association (HOA) will be established and responsible for maintaining this area. Active open space is not required but some will be provided per the preliminary plat.

Project schedule

Surveying, civil engineering design and permitting is expected to take about 1 year. Construction will begin on Phase I following acquisition of the required permits. Total buildout is anticipated to be around 5 years but the economy status will control how quickly the development is constructed.



Findings of Fact

1. The plan is consistent with the adopted plans and policies of the town with exception to the conditions that were approved during the conditional rezoning. The proposed development is consistent with the Comprehensive Growth Management plan and compatible with surrounding land uses.
2. The proposed development will adhere to all UDO development standards.
3. The development will be served by existing utilities provided by the town. There is an existing 12" water line along Buffalo Road. The water line will be looped to provide better fire flow as well as a redundancy when there is a break in the water line. There is currently a moratorium on sanitary sewer extensions. It is expected that the moratorium will be removed around the same time that the construction drawings are approved by the town. Road widening improvements will be constructed along Buffalo Road that will help with access into the development.
4. The plan should not be detrimental to the use or development of adjacent properties. The proposed development is compatible with the existing uses of the surrounding property. A residential development was recently approved along the east side of Buffalo Road.



PRELIMINARY PLAT
 NOT FOR RECONSTRUCTION, CONVEYANCE, OR SALES

PROJECT NAME
BUFFALO RIDGE SUBDIVISION

PRELIMINARY PLAT

CLIENT
RHETSON COMPANIES, INC

2075 Juniper Lake Road
 West End, North Carolina 27376
 Phone: (910) 944-0881

PROJECT INFORMATION

DESIGNED BY:	SEAN
DRAWN BY:	SEAN
CHECKED BY:	SCOTT
PROJECT NUMBER:	2070

DRAWING SCALE

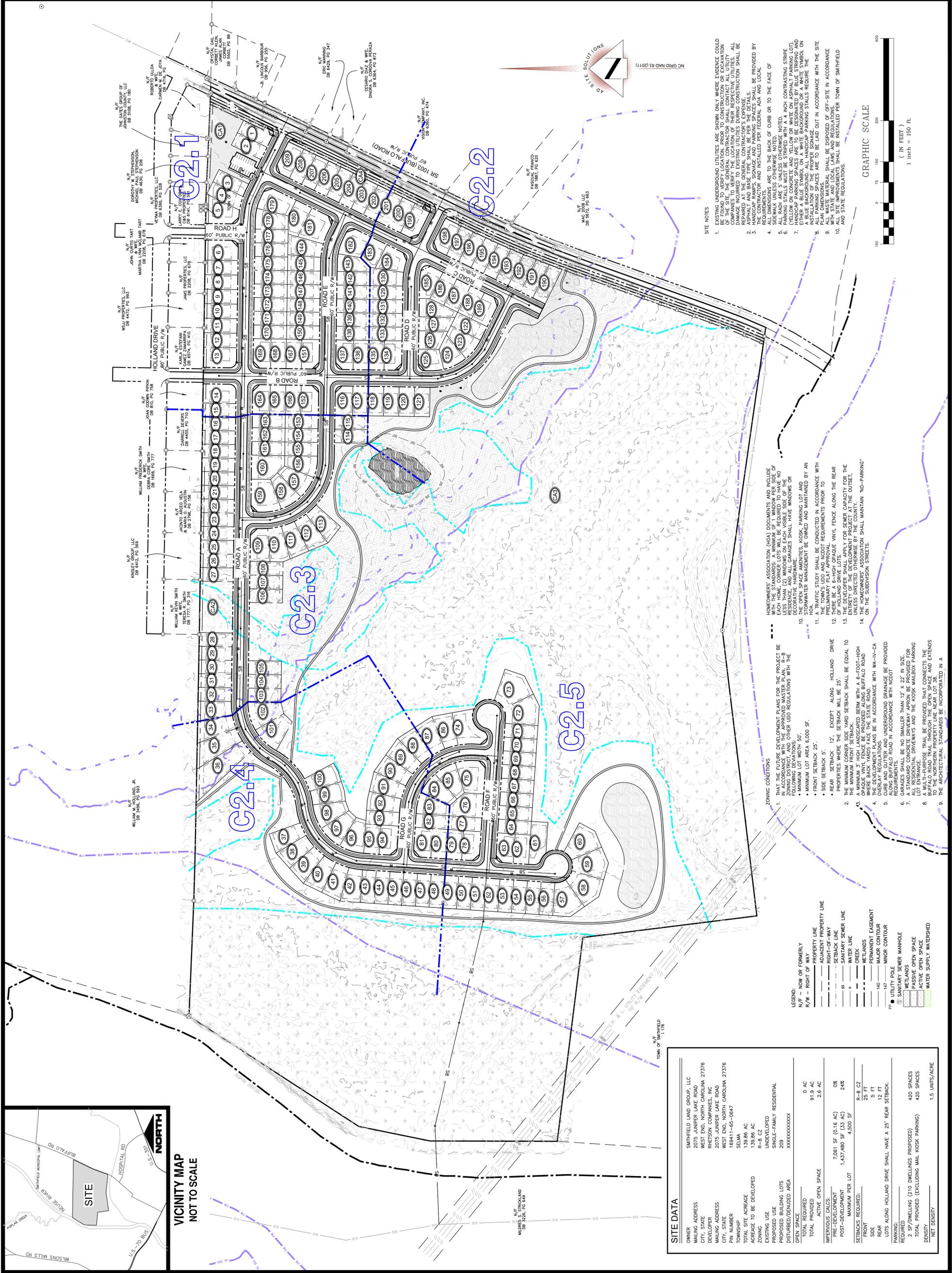
HORIZONTAL: 1"=150'

DATE RELEASED

JANUARY 21, 2025

SHEET NUMBER

C-2.0



- SITE NOTES**
- EXISTING UNDERGROUND UTILITIES ARE SHOWN ONLY WHERE EVIDENCE COULD BE FOUND. THE GENERAL CONTRACTOR SHALL VERIFY LOCATION, PRIOR TO CONSTRUCTION OR EXCAVATION OF THE SITE. THE GENERAL CONTRACTOR SHALL CONTACT ALL UTILITY COMPANIES TO VERIFY LOCATION AND DEPTHS OF ALL UTILITIES. ALL DAMAGE INCURRED TO EXISTING UTILITIES DURING CONSTRUCTION SHALL BE REPAIRED AT THE GENERAL CONTRACTOR'S EXPENSE.
 - EXISTING UNDERGROUND UTILITIES SHALL BE MAINTAINED AND PROTECTED. HANDICAP RAMPS, SIGNAGE AND PARKING SPACES SHALL BE PROVIDED BY THE CONTRACTOR AND INSTALLED PER FEDERAL ADA AND LOCAL ORDINANCES.
 - ALL DIMENSIONS ARE TO THE BACK OF CURB OR TO THE FACE OF SIDEWALK UNLESS OTHERWISE NOTED.
 - ALL ROADWAYS ARE 5' MINIMUM UNLESS OTHERWISE NOTED.
 - ALL DRIVEWAYS SHALL BE 5' MINIMUM UNLESS OTHERWISE NOTED.
 - (YELLOW ON CONCRETE AND YELLOW OR WHITE ON ASPHALT PARKING LOT), HANDICAP PARKING SPACES ARE TO BE DESIGNATED BY BLUE STRIPING AND A BLUE BACKGROUND. ALL HANDICAP PARKING SPACES REQUIRE THE INSTALLATION OF THE PROPER SIGNAGE.
 - ALL DRIVEWAYS ARE TO BE LAID OUT IN ACCORDANCE WITH THE SITE PLAN DIMENSIONS.
 - ALL WASTE MATERIAL SHALL BE DISPOSED OF OFF-SITE IN ACCORDANCE WITH ALL STATE REGULATIONS.
 - ALL SITE IMPROVEMENTS SHALL BE INSTALLED PER TOWN OF SMITHFIELD AND STATE REGULATIONS.

- HOMEOWNERS' ASSOCIATION (HOA) DOCUMENTS AND INCLUDE WITH THE STANDARDS: A MINIMUM OF 1 WINDOW PER SIDE OF LOT, AND A MINIMUM OF 2 WINDOWS ON EACH VISIBLE SIDE OF THE RESIDENCE, AND ALL GARAGES SHALL HAVE WINDOWS OR GLASS DOORS. THE OPEN SPACE AMENITIES, KIOSK, PARKING LOT AND STORMWATER MANAGEMENT BE OWNED AND MAINTAINED BY AN HOA.**
- THE TOWN'S UDO AND NCDOT REQUIREMENTS PRIOR TO PRELIMINARY PLAT APPROVAL.
 - THE DEVELOPER SHALL APPLY FOR SEWER CAPACITY FOR THE ENTIRETY OF THE DEVELOPMENT PROJECT AT THE OUTSET.
 - THE HOMEOWNERS' ASSOCIATION SHALL MAINTAIN "NO-PARKING" ON THE SUBDIVISION STREETS.

- ZONING CONDITIONS**
- THAT THE FUTURE DEVELOPMENT PLANS FOR THE PROJECT BE IN ACCORDANCE WITH THE APPROVED MASTER PLAN, R-8 ZONING DISTRICT, AND OTHER UDO REGULATIONS WITH THE FOLLOWING CONDITIONS:
 - MINIMUM LOT WIDTH 90'.
 - MINIMUM LOT AREA 6,000 SF.
 - FRONT SETBACK 25'.
 - SIDE SETBACK 5'.
 - REAR SETBACK 12' EXCEPT ALONG HOLLAND DRIVE PROPERTIES WHERE THE SETBACK WILL BE 25'.
 - THE MINIMUM CORNER SIDE YARD SETBACK SHALL BE EQUAL TO THE MINIMUM FRONT SETBACK.
 - A MINIMUM 3" HIGH LANDSCAPED BERM WITH A 6-FOOT-HIGH WHERE BACK YARDS FACE THE STATE ROAD.
 - CURB AND CUTTER AND UNDERGROUND DRAINAGE BE PROVIDED PER REQUIREMENTS.
 - ALONG BUFFALO ROAD IN ACCORDANCE WITH WA-IV-CA REQUIREMENTS.
 - BE NO SMALLER THAN 12" X 22" IN SIZE.
 - A STANDARD CONCRETE DRIVEWAY APPROX BE PROVIDED FOR ALL RESIDENTIAL DRIVEWAYS AND THE KIOSK MAILBOX PARKING.
 - A MULTI-PURPOSE TRAIL BE PROVIDED THAT CONNECTS THE BUFFALO ROAD TRAIL THROUGH THE OPEN SPACE AND EXTENDS TO THE NORTHERN PROPERTY LINE NEAR LOT 3E.
 - THE ARCHITECTURAL STANDARDS BE INCORPORATED IN A

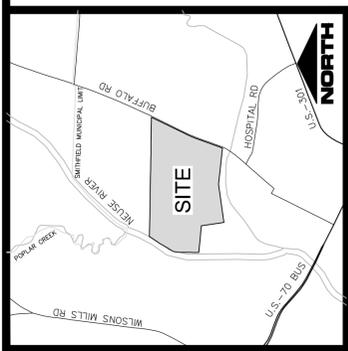
LEGEND:

N/F - NOW OR FORMERLY
 R/W - RIGHT OF WAY

---	PROPERTY LINE
---	ADJACENT PROPERTY LINE
---	RIGHT-OF-WAY
---	SETBACK LINE
---	SANITARY SEWER LINE
---	WATER LINE
---	CREEK
---	WELANDS
---	MAJOR CONTOUR
---	MINOR CONTOUR
●	UTILITY POLE
○	SANITARY SEWER MANHOLE
○	WELANDS
○	PASSIVE OPEN SPACE
○	ACTIVE OPEN SPACE
○	WATER SUPPLY WATERSHED

SITE DATA

OWNER	SMITHFIELD LAND GROUP, LLC
MAILING ADDRESS	2075 JUNIPER LAKE ROAD WEST END, NORTH CAROLINA 27376
CITY, STATE	WEST END, NORTH CAROLINA 27376
DEVELOPER	RHETSON COMPANIES, INC
MAILING ADDRESS	2075 JUNIPER LAKE ROAD WEST END, NORTH CAROLINA 27376
CITY, STATE	WEST END, NORTH CAROLINA 27376
PHIN NUMBER	169411-65-0647
TOWNSHIP	SEEMA
TOTAL SITE ACREAGE	139.86 AC
ACREAGE TO BE DEVELOPED	R-8 CZ
ZONING	UNDEVELOPED
PROPOSED BUILDING USE	SINGLE-FAMILY RESIDENTIAL
DISTURBED/DENuded AREA	209
OPEN SPACE	XXXXXXXXXXXX
TOTAL REQUIRED	0 AC
TOTAL PROVIDED	91.9 AC
ACTIVE OPEN SPACE	2.6 AC
IMPERVIOUS CALCS:	
PRE-DEVELOPMENT	7,081 SF (0.16 AC) 0%
POST-DEVELOPMENT	1,437,480 SF (33 AC) 24%
MAXIMUM PER LOT	4,500 SF
SETBACKS REQUIRED:	
FRONT	R-8 CZ
SIDE	25 FT
REAR	5 FT
LOTS ALONG HOLLAND DRIVE SHALL HAVE A 25' REAR SETBACK.	12 FT
PARKING:	
REQUIRED	400 SPACES
PROVIDED (210 DWELLINGS PROPOSED)	420 SPACES
TOTAL PROVIDED (EXCLUDING MAIL KIOSK PARKING)	420 SPACES
DENSITY:	
NET DENSITY	1.5 UNITS/ACRE



NOT FOR RECONSTRUCTION, CONVEYANCE, OR SALES
PRELIMINARY PLAN

PROJECT NAME
BUFFALO RIDGE SUBDIVISION

DETAILED SITE PLAN

CLIENT
RHETSON COMPANIES, INC

2075 Juniper Lake Road
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 Phone: (910) 944-0881

PROJECT INFORMATION

DESIGNED BY:	SEAN
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CHECKED BY:	SCOTT
PROJECT NUMBER:	2070

DRAWING SCALE

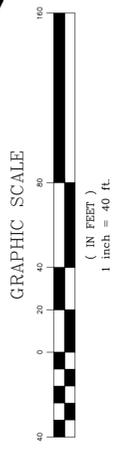
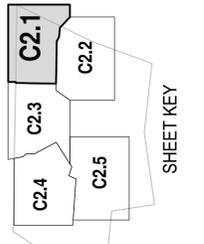
HORIZONTAL: 1"=40'

DATE RELEASED

JANUARY 21, 2025

SHEET NUMBER

C-2.1



LEGEND:

- N/F - NOW OR FORMERLY
- R/W - RIGHT OF WAY
- ADJACENT PROPERTY LINE
- RIGHT-OF-WAY
- SETBACK LINE
- SANITARY SEWER LINE
- WATER LINE
- CREEK
- WETLANDS
- PERMANENT EASEMENT
- MAJOR CONTOUR
- MINOR CONTOUR
- UTILITY (ELECTRIC)
- SHADY WETLANDS
- OPEN SPACE
- ACTIVE OPEN SPACE
- WATER SUPPLY WATERSHED

PRELIMINARY PLAN
 NOT FOR RECORDATION, CONVEYANCE, OR SALES

PROJECT NAME
BUFFALO RIDGE SUBDIVISION

DETAILED SITE PLAN

CLIENT
RHETSON COMPANIES, INC

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 West End, North Carolina 27376
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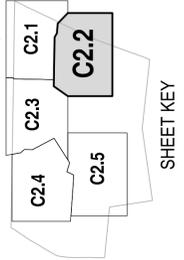
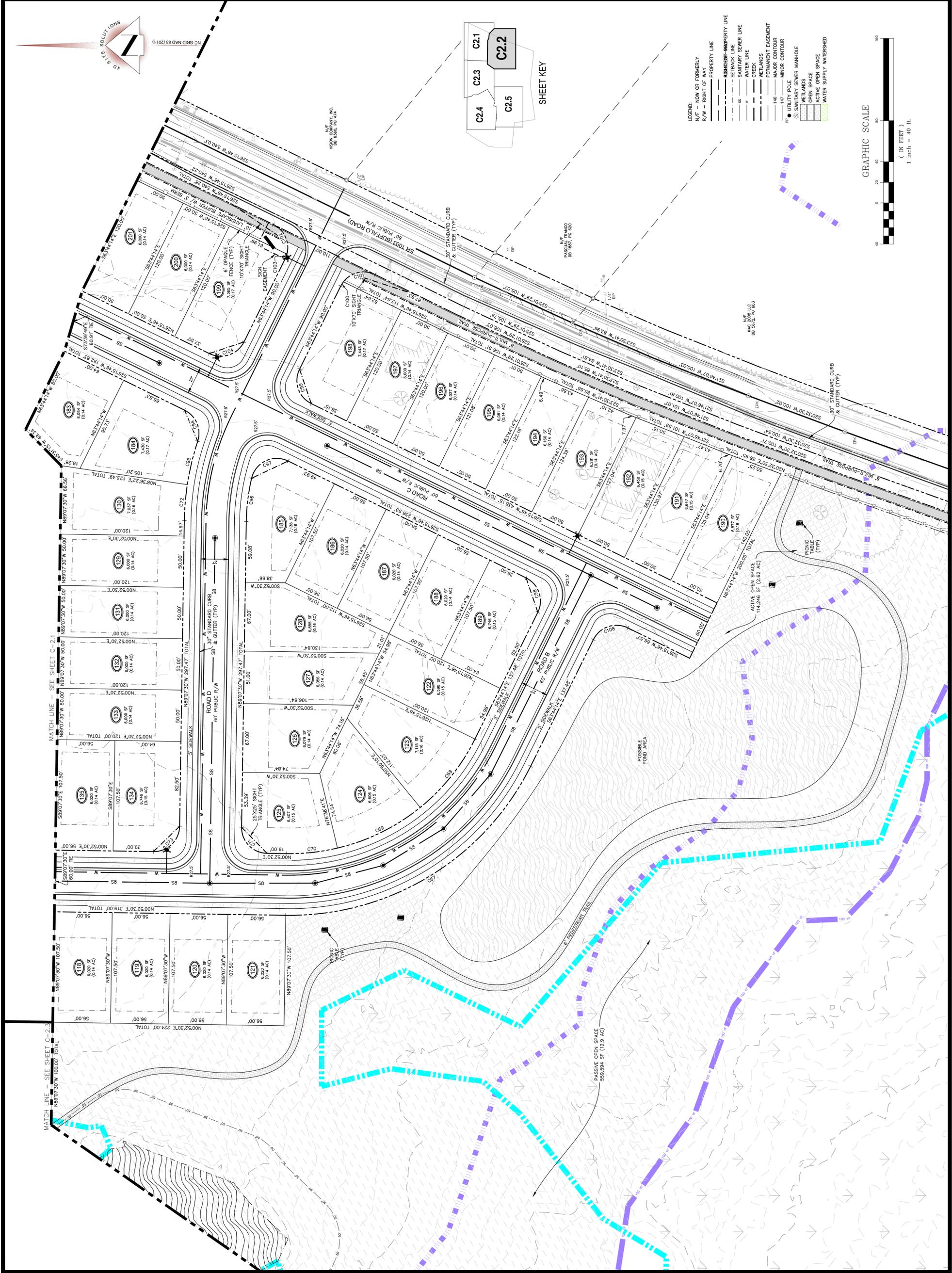
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DATE RELEASED

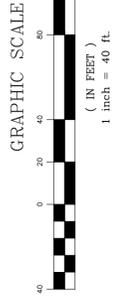
JANUARY 21, 2025

SHEET NUMBER

C-2.2



- LEGEND:**
- N/F - NOW OR FORMERLY
 - R/W - RIGHT OF WAY
 - PROPERTY LINE
 - RESURF-IMPROVEMENT LINE
 - SEWER LINE
 - WATER LINE
 - WELLS
 - WELANDS
 - PERMANENT EASEMENT
 - MAJOR CONTOUR
 - MINOR CONTOUR
 - UTILITY POLE
 - SANITARY SEWER MANHOLE
 - WELANDS
 - OPEN SPACE
 - ACTIVE OPEN SPACE
 - WATER SUPPLY WATERSHED



NOT FOR RECORDATION, CONVEYANCE, OR SALES
PRELIMINARY PLAN

PROJECT NAME
BUFFALO RIDGE SUBDIVISION

DETAILED SITE PLAN

CLIENT
RHETSON COMPANIES, INC

2075 Juniper Lake Road
 West End, North Carolina 27376
 Phone: (910) 944-0881

PROJECT INFORMATION

DESIGNED BY:	SEAN
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CHECKED BY:	SCOTT
PROJECT NUMBER:	2070

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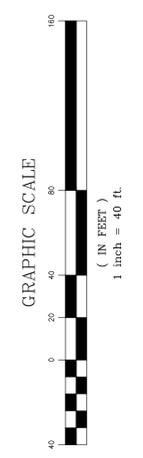
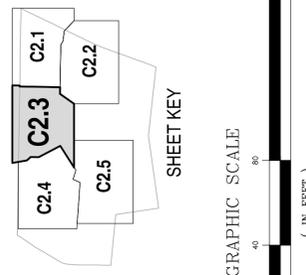
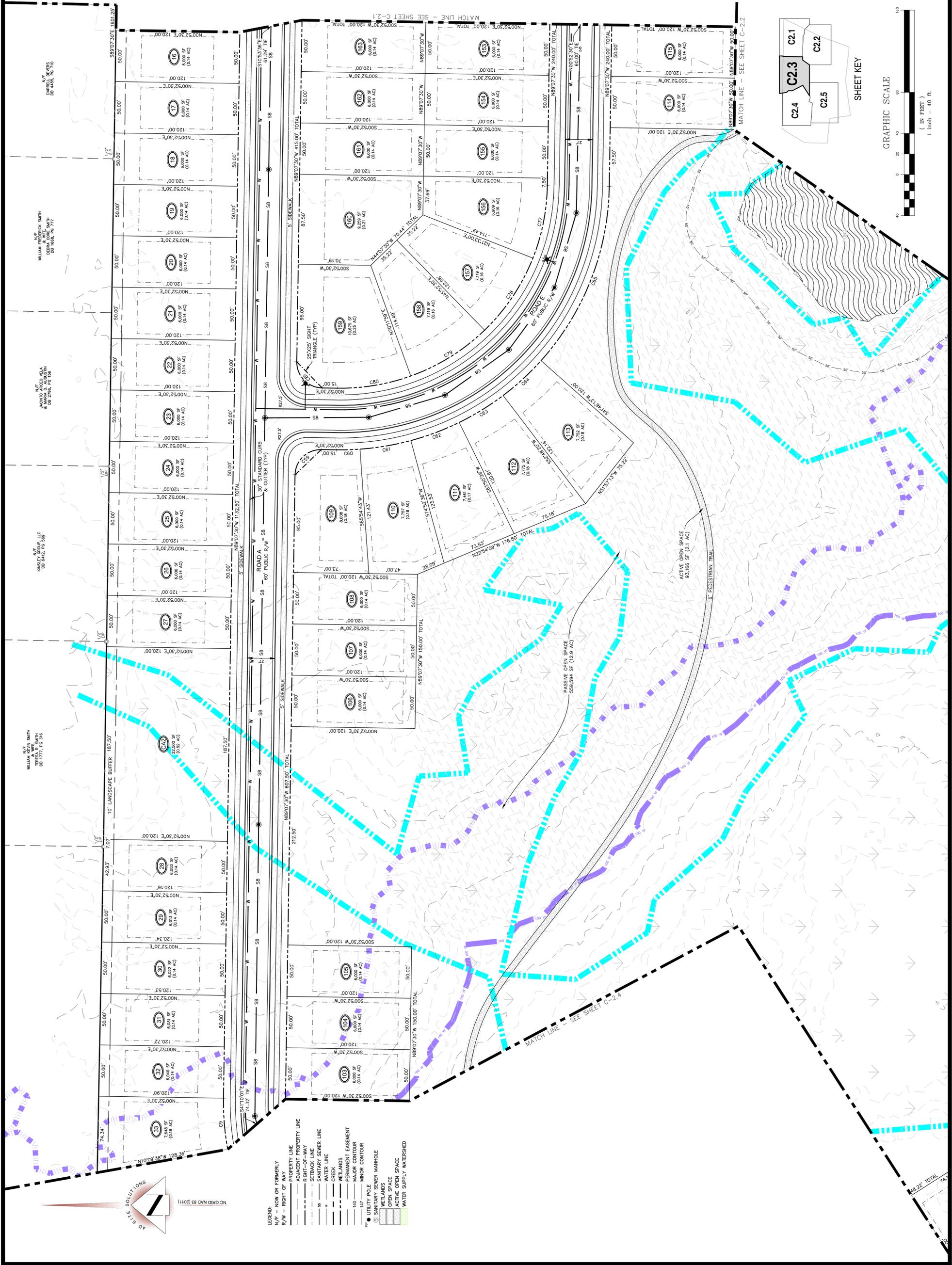
HORIZONTAL: 1"=40'

DATE RELEASED

JANUARY 21, 2025

SHEET NUMBER

C-2.3



LEGEND:

- N/F - NOW OR FORMERLY
- R/W - RIGHT OF WAY
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- RIGHT-OF-WAY
- SETBACK LINE
- SANITARY SEWER LINE
- WATER LINE
- CREEK
- WETLANDS
- PERMANENT EASEMENT
- MAJOR CONTOUR
- MINOR CONTOUR
- PP - UTILITY POLE/EMER MANHOLE
- - WETLANDS
- - OPEN SPACE
- - WATER SUPPLY WATERSHED



NOT FOR RECONSTRUCTION, CONVEYANCE, OR SALES
PRELIMINARY PLAN

PROJECT NAME
BUFFALO RIDGE SUBDIVISION

DETAILED SITE PLAN

CLIENT
RHETSON COMPANIES, INC

2075 Juniper Lake Road
 West End, North Carolina 27376
 Phone: (910) 944-0881

PROJECT INFORMATION

DESIGNED BY:	SEAN
DRAWN BY:	SEAN
CHECKED BY:	SCOTT
PROJECT NUMBER:	2070

DRAWING SCALE

HORIZONTAL: 1"=40'

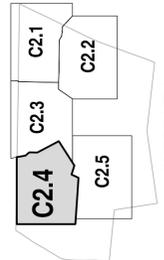
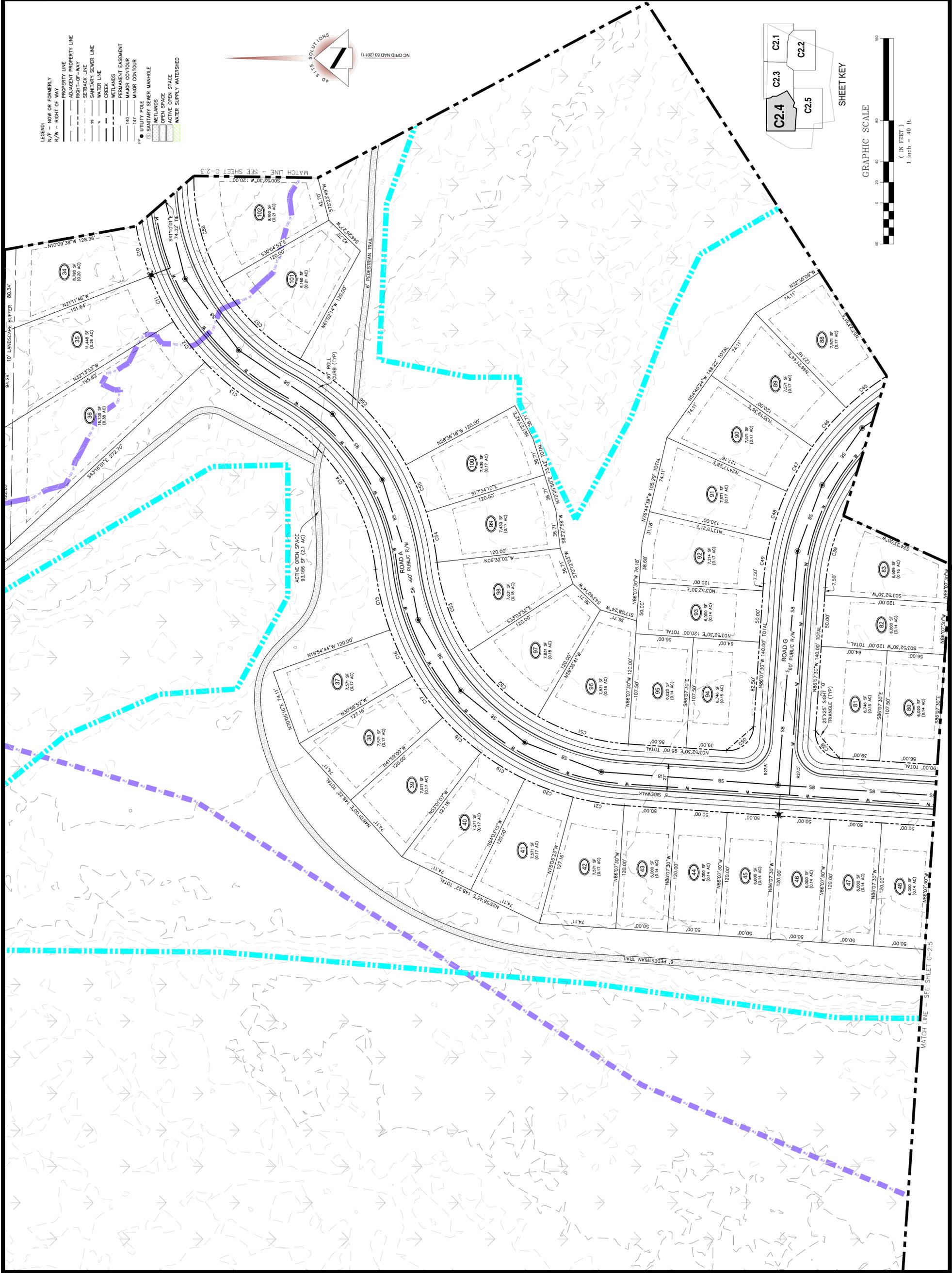
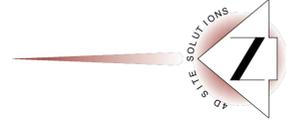
DATE RELEASED

JANUARY 21, 2025

SHEET NUMBER

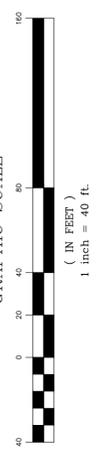
C-2.4

- LEGEND:**
 N/W - NOW OR FORMERLY
 R/W - RIGHT OF WAY
- PROPERTY LINE
 - ADJACENT PROPERTY LINE
 - RIGHT-OF-WAY
 - SETBACK LINE
 - SANITARY SEWER LINE
 - WATER LINE
 - W
 - CR
 - WETLANDS
 - STREET ELEMENT
 - MAJOR CONTOUR
 - MINOR CONTOUR
 - UTILITY POLE
 - SANITARY SEWER MANHOLE
 - WETLANDS
 - OPEN SPACE
 - ACTIVE OPEN SPACE
 - WATER SUPPLY WATERSHED



SHEET KEY

GRAPHIC SCALE



PRELIMINARY PLAT
 NOT FOR RECORDATION, CONVEYANCE, OR SALES

PROJECT NAME
BUFFALO RIDGE SUBDIVISION

DETAILED SITE PLAN

CLIENT
RHETSON COMPANIES, INC

2075 Juniper Lake Road
 West End, North Carolina 27376
 Phone: (910) 944-0881

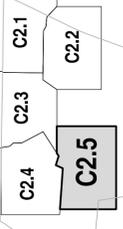
PROJECT INFORMATION

DESIGNED BY:	SEAN
DRAWN BY:	SEAN
CHECKED BY:	SCOTT
PROJECT NUMBER:	2070

DRAWING SCALE
 HORIZONTAL: 1"=40'

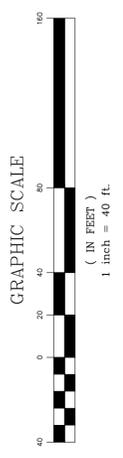
DATE RELEASED
 JANUARY 21, 2025

SHEET NUMBER
C-2.5



LEGEND:

- N/W - NOW OR FORMERLY
- R/W - RIGHT OF WAY
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- RIGHT OF WAY
- SETBACK LINE
- SANITARY SEWER LINE
- WATER LINE
- CREEK
- WETLANDS
- PERMANENT EASEMENT
- MAJOR CONTOUR
- MINOR CONTOUR
- UTILITY POLE
- SANITARY SEWER MANHOLE
- STANDARD CURB
- 30" STANDARD CURB & GUTTER (TYP)
- 5' SIDEWALK
- 60" PUBLIC R/W
- 60" PUBLIC R/W SB
- 6" PEDESTRIAN TRAIL
- ACTIVE OPEN SPACE
- POSSIBLE POND AREA
- WATER SUPPLY WATERSHED



Name1	Name2	Address1	Address2	CityStateZip
SMITHFIELD LAND GROUP, LLC		2075 JUNIPER LAKE RD		WEST END, NC 27376-8919
ANDINO, JHONNY VENTURA JOINT TENANTS (WROS)	ZAVALA, RITA ANDINO JOINT TENANTS (WROS)	3 WOODSDALE DR		SMITHFIELD, NC 27577-8369
ROSE, ZENA ELANIE HAMILTON			PO BOX 2054	SMITHFIELD, NC 27577-0000
WHITEGATE INVESTMENT PROPERTIES		306 HOLLAND DR	PO BOX 1203	SMITHFIELD, NC 27577-0000
MASSENGILL, JO ANN LIFE ESTATE	EASON, JOSEPH RICHARD REMAINDER		PO BOX 39	SMITHFIELD, NC 27577-7258
CREECH, MERLEON G	ARTHUR, MERLEON TERESA CREECH	205 LAKESHORE DR		PINE LEVEL, NC 27568
SIEGEL, STEPHANIE LEIGH JOINT TENANTS (WROS)	KIP, CHAD CHRISTOPHER JOINT TENANTS (WROS)	7620 RAINWATER RD		PLEASANT VLY, NY 12569-5603
MILDRED S STRICKLAND TRUST	STRICKLAND, DANIEL ALLEN	388 HOLLAND DR		RALEIGH, NC 27615-3745
COLE, BRIAN SMITH	COLE, MICHELLE MARIE	327 HOLLAND DRIVE		SMITHFIELD, NC 27577-7258
VELA, JACINTO ARCEO	AGUSTIN, MARIA D	260 HOLLAND DR		SMITHFIELD, NC 27577-0000
BALAGOT, VINTON ANCHETA	KROEPLIN, MICHAEL JOHN	9220 FAIRBANKS DR STE 220		SMITHFIELD, NC 27577-7217
KINSLEY GROUP, LLC		334 HOLLAND DR		RALEIGH, NC 27613-1406
SANDERS, CHARLES	SANDERS, IDA MAE	389 HOLLAND DR		SMITHFIELD, NC 27577-0000
SMITH, WILLIAM KEVIN	SMITH, TERESA R	243 HOLLAND DR		SMITHFIELD, NC 27577-0000
DEVERS, DARRELL		356 HOLLAND DR		SMITHFIELD, NC 27577-7217
NAVAROLI, KRISTEN JEAN				SMITHFIELD, NC 27577-7258
TOWN OF SMITHFIELD	GORILLA BROADCASTING NC LLC	1270 BUFFALO RD	PO BOX 761	SMITHFIELD, NC 27577-0000
TOWN OF SMITHFIELD		905 OCEAN PINES CT	PO BOX 761	SMITHFIELD, NC 27577-0000
TOWN OF SMITHFIELD		180 HOLLAND DRIVE	PO BOX 761	SMITHFIELD, NC 27577-0000
STEVEN, JOSE JR.		131 HOLLAND DR		SMITHFIELD, NC 27577-0000
BRYAN, MICHAEL D		110 WILSONS MILLS RD		SMITHFIELD, NC 27577-0000
DE LA CRUZ, REYNALDO		1136 BUFFALO RD		SMITHFIELD, NC 27577-7443
TART, MARTHA LYNN LIFE ESTATE	CARTAGENA, YANETT REMAINDER	905 OCEAN PINES CT		N MYRTLE BCH, SC 29582-4498
COX, LARRY E. DBA	C & S PROPERTIES	239 HOLLAND DR		SMITHFIELD, NC 27577-7257
DIAZ, CESARIO	PERAZA, DINORA S CORDOVA	5529 NC HIGHWAY 39		SMITHFIELD, NC 27577-3244
BRYAN, KATHY M.		1148 BUFFALO RD		SMITHFIELD, NC 27577
PIPKIN, JOAN GODWIN				N MYRTLE BCH, SC 29582-4498
AE&E PROPERTIES, LLC				SMITHFIELD, NC 27577-0000
MANNING, ERIC				SELMA, NC 27576-8529
				SMITHFIELD, NC 27577



PLANNING DEPARTMENT
Stephen Wensman, Planning Director

ADJOINING PROPERTY OWNERS CERTIFICATION

I, Stephen Wensman, hereby certify that the property owner and adjacent property owners of the following petition, S-25-01, were notified by First Class Mail on 1/17/25 of the Public Meeting on February 6th, 2025.

Stephen Wensman
Signature

Johnston County, North Carolina

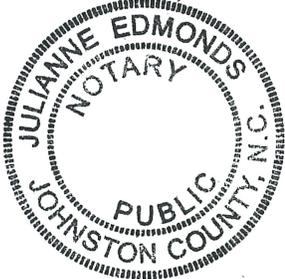
I, Julianne Edmonds, Notary Public for Johnston County and State of North Carolina do hereby certify that Stephen Wensman personally appeared before me on this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal, this the

17th day of January, 2025

Julianne Edmonds
Notary Public Signature

Julianne Edmonds
Notary Public Name

My Commission expires on 1-15-2028
(Seal)





Request for Town Council Action

**Public
Hearing:** CZ-25-01
Date: 03/18/2025

Subject: Finley Landing Phase 5 Alt Plan Conditional Zoning Map Amendment

Department: Planning Department

Presented by: Planner I – Micah Woodard

Presentation: Public Hearing

Issue Statement

Triangle Land Partners, LLC, is requesting an amendment to the Finley Landing Conditional Zoning master plan, amending 48.65 acres with an alternate plan replacing the 360-unit apartment development with a proposal for 160 lot development consisting of 141 townhome and 19-detached single-family lots.

Financial Impact

The future development will contribute to the Town's tax base.

Action Needed

The Town Council is respectfully requested to hold a public hearing to review the conditional rezoning request and to decide whether to recommend approval, approval with conditions, or denial.

Recommendation

Planning Staff recommends the Town Council approve the rezoning, CZ-25-01, with 1 condition with a statement declaring the request consistent with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans and that the request is reasonable and in the public interest.

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Consistency Statement
3. Application
4. Finley Landing Phase 5 Master Plan - Proposed
5. Townhouse Styles (2)
6. Overall Finley Landing Master Plan - Proposed
7. R-8 CZ - Floyd Landing Conditional Original Approval
8. Adjacent Property Owner Listing & Certification



Staff Report

Public Hearing: CZ-25-01

OVERVIEW:

The Finley Landing Development Master Plan was approved with the R-8 Conditional Zoning on 9/7/21. The master plan included 89 detached single-family homes, 220 attached single-family town-homes, and 360 apartment units (669 total number of dwelling units). Since then, the market for apartment development has changed and the developer is now requesting approval of an alternative plan to replace the apartment development with 78 (19' x 50') town-homes, 63 (20'x60') town-homes and 19 detached single-family lots with a swimming pool, tot lot playground, and dog park amenities.

A previous plan was rejected by the Town Council late last year. The plan has been substantially modified for this reapplication.

PROPERTY LOCATION:

The Finley Landing development is located along US Hwy 70 Business across from the Amazon Warehouse. This property is further identified by Johnston County Tax ID# 15077035H.

APPLICATION DATA:

Applicant:	Triangle Land Partners, LLC
Property Owners:	FL Smithfield, LLC
Project Name:	Finley Landing Phase 5
Tax ID:	15077035H
NC PIN:	168500-40-6654
Acreage:	48.65
Present Zoning:	R-8 CZ (Single-Two-Multi-Family Residential Conditional)
Proposed Zoning:	R-8 CZ (Single-Two-Multi-Family Residential Conditional)
Town/ETJ:	Town
Existing Use:	Vacant
Proposed Use:	Townhouses and single-family
Fire District:	Smithfield
School Impacts:	Additional households with school-age children
Parks and Recreation:	No parks proposed – fee in lieu
Water and Sewer Provider:	Town of Smithfield
Electric Provider:	Duke
Public R/W:	+/- 3,724 linear feet

ADJACENT ZONING AND LAND USES: (SEE ATTACHED MAP)

	Zoning	Existing Land Uses
North	R-8 CZ	Single-Family Residential/Townhomes (multi-family)
South	R-8 CZ	Townhomes (multi-family)
West	N/A	Vacant Woodland
East	B-3	Commercial - undeveloped

EXISTING CONDITIONS/ENVIRONMENTAL IMPACTS:

- There are no environmental impacts associated with the area. The development site is graded and ready for development.

COMPREHENSIVE LAND USE PLAN:

- The plans are consistent with the comprehensive plan guidance. The Comprehensive Plan guides the area for Medium Density Residential.

SITE ACCESS AND STREET DESIGN:

- The development will utilize the same two entrances off S. Finley Landing Parkway as the former apartment complex.
- Rather than private driveways and parking lot, the proposed townhouse development will have approximately 3,724 linear feet of new public streets in 50' public rights-of-ways to match those approved with the townhomes elsewhere in the Finley Landing development (The town standard right of way width is 60' wide).
- Streets will be 27-foot-wide b/b with traditional curbs and valley curbs in front of and within 10' of townhouse buildings as was approved elsewhere in the other townhouse areas of the development (3-foot utility strips).
- Sidewalks are proposed on both sides of public streets.

TOWNHOME DIMENSIONAL STANDARDS:

The town-homes approved for Phases 2 and 3 are 2-stories with a maximum height of 35-feet in accordance with the R-8 standards. The town-homes have a minimum lot area of 2,420 sq. ft., and a minimum lot width of 22-foot wide for interior town-homes and 24-foot wide for end units to accommodate 2-car garages on end units. Interior units require at least a one car garage and 10' wide driveways (town standard is 12' wide).

The proposed town-homes associated with this master plan amendment include 2-story and 3-story structures – all with one car garages and:

- Maximum height of 50-feet.
- Minimum interior lot area is 1900 sq. ft. (19'x100') and perimeter lot areas is 2100 sq. ft. (20'x105')
- Minimum front yard setback is 30-feet, same as townhomes elsewhere in the development
- Minimum rear yard setback is 20-feet for the interior townhomes, 15-feet for the perimeter townhomes.
- Minimum 2 parking spaces per town-home on the lot (plus 59 auxiliary-.75 per unit).
- Minimum driveway width - 9-feet.
- All proposed townhomes will be 3-bedroom units.

TOWNHOME ARCHITECTURAL STANDARDS:

- End units facing a public ROW must include a minimum of two (2) windows.
- End units facing a public ROW must include screening landscaping the side yard.
- Façade Treatment: May include a mix of siding types including lap siding, board & batten, shake, stone or brick. Each unit shall include a minimum of two (2) of these elements.
- Landscaping: Each unit shall include a minimum of one (1) decorative tree and four (4) shrubs.
- Townhouse garages are all single car with an 8-foot-wide door.
- Garage Doors: shall contain decorative details or carriage style adornments
- 2 and 3-story town-homes.

DETACHED SINGLE-FAMILY LOTS:

- The proposed 19 detached single-family lots will be 47' wide x 120' deep (5,640 sq. ft) in size. In Phases 1 and 2, the minimum lot width was 45' x 115' (5,175 sq. ft).
- The architectural standards for homes will be the same as previous phases:
 - End units facing a public ROW must include a minimum of two (2) windows.
 - Façade Treatment: May include a mix of siding types including lap siding, board & batten, shake, stone or brick. Each unit shall include a minimum of two (2) of these elements.
 - Landscaping: Each unit shall include a minimum of one (1) decorative tree, one (1) street tree, and six (6) shrubs.
 - Each home shall have a two-car garage (20'x20') interior dimension
 - Garage Doors: shall be 16' wide and contain decorative details or carriage style adornments

RECREATIONAL/SITE AMENITIES:

- The proposed master plan shows a pool, totlot playground and dog park to be accessible for the entire development. The former master plan had a pool and pool house, a car maintenance and wash area, tot lot and dog park that was only for the apartments.

DEVELOPMENT AMENITIES:

- Decorative street lighting and decorative street signs be installed by the developer throughout the site as was proposed in the previous phases.

STORMWATER MANAGEMENT:

- Stormwater retention will be the same.

CLUSTER MAILBOX:

- The master plan shows a required cluster mailbox in an auxiliary parking lot near the swimming pool.

TRASH:

- Townhouse trash and recycling containers in the townhouse areas be stored within the garages or in the rear yards or in garages, or side yards for single-family

PUBLIC UTILITIES:

- Water and Sewer utilities will be by the town. Electric utilities will be Duke.

PROPOSED DEVIATIONS FROM UNIFIED DEVELOPMENT ORDINANCE (SUMMARY):

Deviations from Town Requirements (this amendment site area):

- 10-foot reduction in public R/W width (50-foot public rights-of-ways).
- 20-foot reduction in the distance between townhomes (40 feet to 20 feet).
- 15-foot increase in maximum height for townhomes in this area (35 feet to 50 feet).
- Driveway widths from 12 feet to 9 feet (staff recommends 10 feet).

Standards Exceeding UDO Requirements:

- 5-foot-wide sidewalks on both sides of public streets
- Tot lot and dog park and swimming pool for entire development.
- Auxiliary parking.
- Undisturbed open space within floodplain and common owned areas
- Architectural standards.

CONSISTENCY STATEMENT (Staff Opinion):

With the approval of the rezoning, the Town Council is required to adopt a statement describing whether the action is consistent with the adopted comprehensive plan and other applicable adopted plans and that the action is reasonable and in the public interest. Planning Staff considers the action to be consistent and reasonable:

- **Consistency with the Comprehensive Growth Management Plan** – *The development is consistent with the comprehensive plan.*
- **Consistency with the Unified Development Code** – *The property will be developed in conformance with the UDO conditional zoning provisions that allows a good faith negotiation of development standards.*
- **Compatibility with Surrounding Land Uses** - *The property considered for rezoning will be compatible with the surrounding land uses with the additional conditions of approval.*

RECOMMENDATION:

Planning Staff recommends approval of the Finley Landing alternate plan, CZ-25-01, with the following conditions:

1. That the future development plans for the project be in accordance with original CZ-21-03 masterplan and conditions or as hereby amended as an alternate plan for the 47.8 acres area:
 - a. 10-foot reduction in public R/W width (50-foot public rights-of-ways).
 - b. Townhouse driveways shall have a minimum width of 10 feet.
 - c. Townhouses shall have a 30-foot front setback.
 - d. Single family driveway shall have a minimum width of 12 feet.
 - e. 20-foot reduction in the distance between townhomes (40-feet to 20-feet).
 - f. 15-foot increase in maximum height for townhomes in this area (35-feet to 50-feet).
 - g. The townhouses on interior lots shall have a minimum lot area of 1900 sq. ft. (19'x100') and perimeter lots shall have a minimum lot area of 2100 sq. ft. (20'x105').
 - h. Townhouse Architectural Standards (amended area only):
 - i. End units facing a public ROW must include a minimum of two (2) windows.

- ii. End units facing a public ROW must include screening landscaping the side yard.
 - iii. Façade Treatment: May include a mix of siding types including lap siding, board & batten, shake, stone or brick. Each unit shall include a minimum of two (2) of these elements.
 - iv. Landscaping: Each unit shall include a minimum of one (1) decorative tree and four (4) shrubs.
 - v. Garage doors shall contain decorative details or carriage style adornments
- i. The proposed 19 detached single-family lots will be 47' wide x 120' deep (5,640 sq. ft) in size.
 - j. The architectural standards for homes will be the same as previous phases:
 - i. End units facing a public ROW must include a minimum of two (2) windows.
 - ii. Façade Treatment: May include a mix of siding types including lap siding, board & batten, shake, stone or brick. Each unit shall include a minimum of two (2) of these elements.
 - iii. Landscaping: Each unit shall include a minimum of one (1) decorative tree, one (1) street tree, and six (6) shrubs.
 - iv. Each home shall have a two-car garage.
 - v. Garage doors shall contain decorative details or carriage style adornments

RECOMMENDED MOTION:

“Move to recommend approval of the zoning map amendment, CZ-25-01, with conditions of approval, finding the rezoning consistent with the Town of Smithfield Comprehensive Growth Management Plan and other adopted plans, and that the amendment is reasonable and in the public interest.”

**THE TOWN OF SMITHFIELD
UNIFIED DEVELOPMENT ORDINANCE
ZONING MAP AMENDMENT CONSISTENCY STATEMENT
BY THE SMITHFIELD TOWN COUNCIL
CZ-25-01**

Whereas the Smithfield Town Council, upon acting on a zoning map amendment to the *Unified Development Ordinance* and pursuant to NCGS §160D-605, is required to approve a statement describing how the action is consistent with the Town of Smithfield *Comprehensive Growth Management Plan*; and

Whereas the Smithfield Town Council, upon acting on a zoning map amendment to the *Unified Development Ordinance* and pursuant to NCGS §160D-605, is required to provide a brief statement indicating how the action is reasonable and in the public interest.

NOW THEREFORE, BE IT ADOPTED BY THE SMITHFIELD TOWN COUNCIL AS APPROPRIATE:

IN THE EVENT THAT THE MOTION TO APPROVE THE ORDINANCE IS ADOPTED,

That the final action regarding zoning map amendment CZ-25-01 is based upon review of and consistency with, the Town of Smithfield *Comprehensive Growth Management Plan* and any other officially adopted plan that is applicable, along with additional agenda information provided to the Town Council and information provided at the public meeting; and

It is the objective of the Town of Smithfield Town Council to have the *Unified Development Ordinance* promote regulatory efficiency and consistency and the health, safety, and general welfare of the community. The zoning map amendment promotes this by offering fair and reasonable regulations for the citizens and business community of the Town of Smithfield as supported by the staff report and attachments provided to the Town Council and information provided at the public meeting. Therefore, the amendment is reasonable and in the public interest.

IN THE EVENT THAT THE MOTION TO APPROVE THE ORDINANCE FAILS,

That the final action regarding zoning map amendment CZ-25-01 is based upon review of, and consistency, the Town of Smithfield *Comprehensive Growth Management Plan* and other officially adopted plans that are applicable; and

It is the objective of the Town Council to have the *Unified Development Ordinance* promote regulatory efficiency and consistency and the health, safety, and general welfare of the community. The zoning map amendment does not promote this and therefore is neither reasonable nor in the public interest.



Town of Smithfield
 Planning Department
 350 E. Market St Smithfield, NC 27577
 P.O. Box 761, Smithfield, NC 27577
 Phone: 919-934-2116
 Fax: 919-934-1134

REZONING APPLICATION

Pursuant to Article 4, Section 4-1 of the Unified Development Ordinance, proposed amendments may be initiated by the Town Council, Planning Board, Board of Adjustment, members of the public, or by one or more interested parties. Rezoning applications must be accompanied by one (1) application, one (1) required plan, an Owner's Consent Form (attached), (1) electronic submittal and the application fee.

Name of Project: Finley Landing (fka Floyd Landing) Acreage of Property: 48.65

Parcel ID Number: 1685-40-6654 Tax ID: 15077035H

Deed Book: 06535 Deed Page(s): 0655

Address: 2227 US Hwy. 70 Business, Smithfield, NC

Location: Approx. 2.75 miles northwest of downtown Smithfield on the south side of US Hwy 70 Business

Existing Use: Low & Medium Density Residential Proposed Use: Low & Medium Density Residential

Existing Zoning District: R-8 Conditional Zoning

Requested Zoning District: R-8 Conditional Zoning

Is project within a Planned Development: Yes No

Planned Development District (if applicable): Finley Landing (fka Floyd Landing)

Is project within an Overlay District: Yes No

Overlay District (if applicable): _____

FOR OFFICE USE ONLY

File Number: _____	Date Received: _____	Amount Paid: _____
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APPLICANT AFFIDAVIT

I/We, the undersigned, do hereby make application and petition to the Town Council of the Town of Smithfield to approve the subject zoning map amendment. I hereby certify that I have full legal right to request such action and that the statements or information made in any paper or plans submitted herewith are true and correct to the best of my knowledge. I understand this application, related material and all attachments become official records of the Planning Department of the Town of Smithfield, North Carolina, and will not be returned.

Andrew Ross

Print Name

DocuSigned by:
Andrew Ross
A876E46897684F0...

Signature of Applicant

2/5/2025

Date



Town of Smithfield
 Planning Department
 350 E. Market St Smithfield, NC 27577
 P.O. Box 761, Smithfield, NC 27577
 Phone: 919-934-2116
 Fax: 919-934-1134

OWNER'S CONSENT FORM

Name of Project: Finley Landing Submittal Date: 02/07/2025

OWNERS AUTHORIZATION

I hereby give CONSENT to Triangle Land Partners, LLC (type, stamp or print clearly full name of agent) to act on my behalf, to submit or have submitted this application and all required material and documents, and to attend and represent me at all meetings and public hearings pertaining to the application(s) indicated above. Furthermore, I hereby give consent to the party designated above to agree to all terms and conditions which may arise as part of the approval of this application.

I hereby certify I have full knowledge the property I have an ownership interest in the subject of this application. I understand that any false, inaccurate or incomplete information provided by me or my agent will result in the denial, revocation or administrative withdrawal of this application, request, approval or permits. I acknowledge that additional information may be required to process this application. I further consent to the Town of Smithfield to publish, copy or reproduce any copyrighted document submitted as a part of this application for any third party. I further agree to all terms and conditions, which may be imposed as part of the approval of this application.

Eric Brownlee **Eric V. Brownlee** 2/5/2025
CE45A2C915C0465 *Signature of Owner* *Print Name* *Date*
 for FL Smithfield, LLC

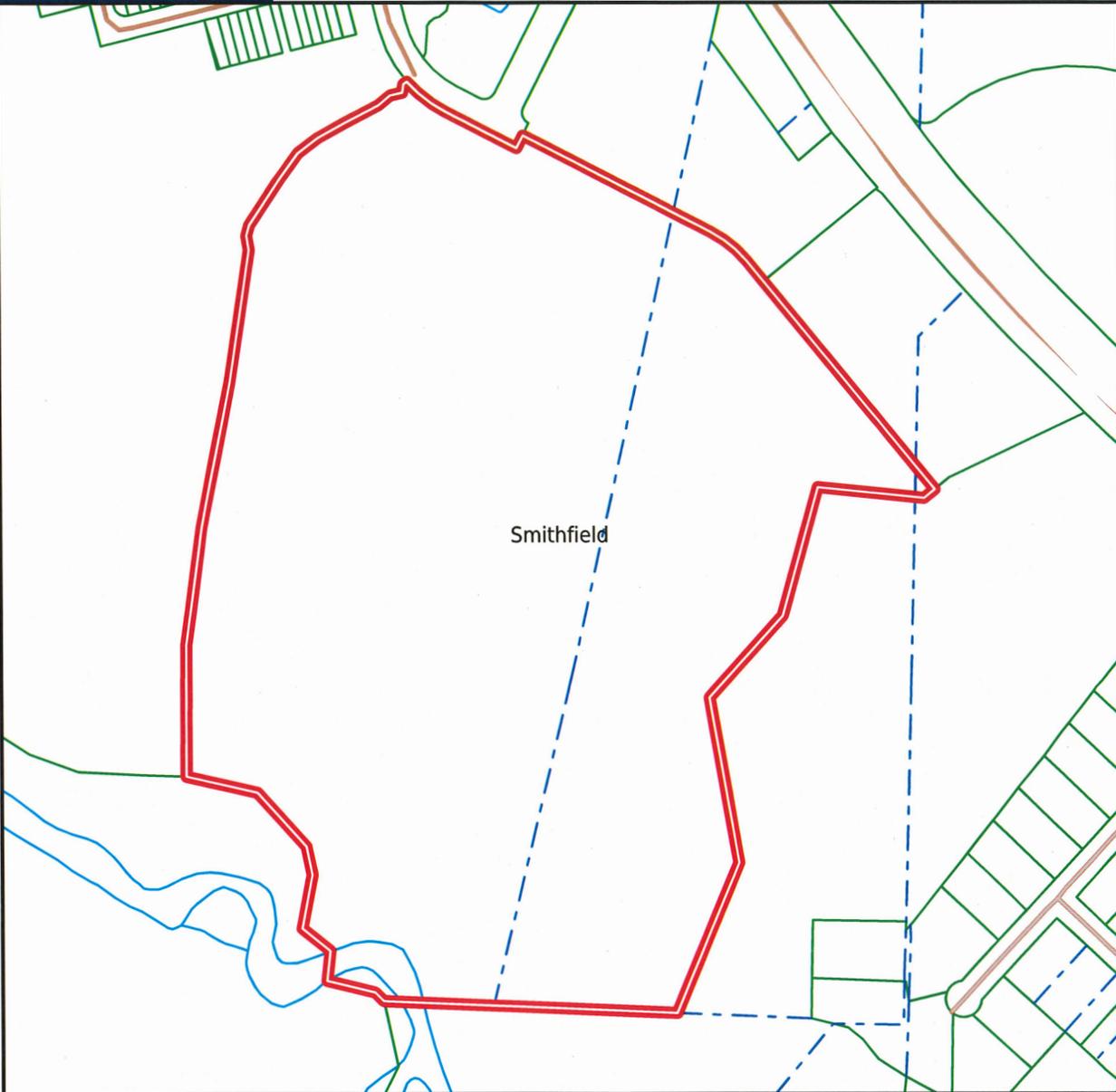
CERTIFICATION OF APPLICANT AND/OR PROPERTY OWNER

I hereby certify the statements or information made in any paper or plans submitted herewith are true and correct to the best of my knowledge. I understand this application, related material and all attachments become official records of the Planning Department of the Town of Smithfield, North Carolina and will not be returned.

Andrew Ross **Andrew Ross** 2/5/2025
A876E46897684F0... *Signature of Owner/Applicant* *Print Name* *Date*

FOR OFFICE USE ONLY

File Number:	Date Received:	Parcel ID Number:
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X Coordinate
Y Coordinate
 in
Tag
NCPi
Mapsheet No
Owner Name
Owner Name
Mail Address
Mail Address
Mail Address
Site Address
Site Address
Bool
Page
Market Value
Assessed Acreage
Calc. Acreage
Sales Price
Sale Date
Township
Water District
ET.
City Limit
Town Zoning
County Zoning
OverLay Zoning



Scale: 1:4504 - 1 in. = 375.33 feet

(The scale is only accurate when printed landscape on a 8 1/2 x 11 size sheet with no page scaling.)

Floyd Landing
Residential Community
Smithfield, NC

Developer: Carolina Land Group LLC

February 2025 Updated



CE GROUP

301 GLENWOOD AVENUE, SUITE 220, RALEIGH, NC 27603
Phone: (919) 367-8790 **License # C-1739**

PROVIDING CIVIL ENGINEERING SERVICES

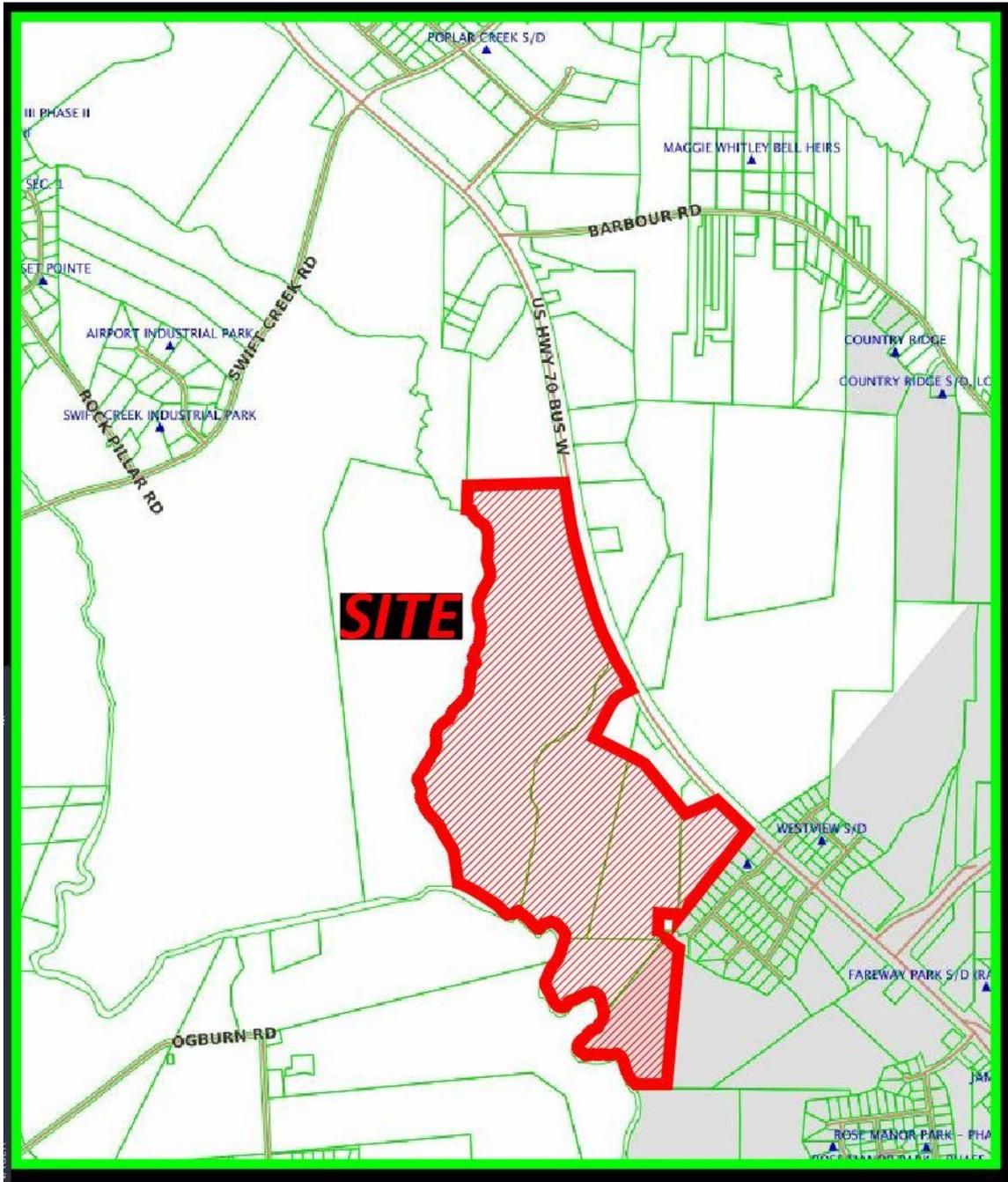
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Attachment: Example Elevations

SECTION 2: VICINITY MAP



SECTION 3: PROJECT DATA

Project Name: Floyd Landing

Developer: Carolina Land Group, LLC
Attn: Kirby LaForce
PO Box 1328
Cary, NC 27512

Prepared By: CE Group, Inc
301 Glenwood Avenue, Suite 220
Raleigh, NC 27603

Designated Point of Contact Mark Ashness (CE Group, Inc.)

Current and Proposed Zoning

Current: R-20A & B-3 (Smithfield)
Proposed: R-8 Conditional Zoning

Current and Proposed Land Use

Current: Residential and Vacant
Proposed: Low Density & Medium Density Residential

SECTION 4: PURPOSE STATEMENT

Floyd Landing is a proposed residential development under the Town of Smithfield UDO Ordinance. The property is currently located within Town's Planning jurisdiction. The project is located off US 70 US Business (W. Market Street) with (3) existing direct access points. The proposed project is in conformity with the Town's Land Use Map. The northern part of the project is designated as "Low Density Residential" which allows for primarily single family residential with up to 4 units/AC. The southern portion of the project is designated as "Medium Density Residential" which allows single family and attached residential with densities up to 8 units/AC.

The entire western side of the project is designated as Conservation and Open Space. The blended density for the entire project is +/- 3.4 dwelling units per acre. The project will provide flexibility in lot size and residential building type. The minimum single family lot size will exceed 5100 SF. A 50' landscaped (or existing vegetated) perimeter buffer is planned along the north and east sides and 100' landscaped (or existing vegetated) perimeter buffer long south side of the project (where adjacent to existing neighborhood). Existing conservation open space is located to the west (which acts as a perimeter buffer). The project will have sidewalks on both sides of the street providing for a pedestrian friendly environment. The project will be complimentary with providing high quality residential single-family homes, townhomes, and garden style apartments.

SECTION 5: PERMITTED USES

The Project includes residential uses and residential support uses including:

- 1) Single Family and Townhomes
- 2) (3) Story Garden Style Apartments
- 3) Park (Active)
- 4) Park (Passive)

SECTION 6: DESIGN CONTROLS

- A. Maximum Density for the Project is 3.4 units per gross acre.
- B. Proposed Maximum Height of Buildings is 50 feet, Maximum Stories: 3
Apartment Building Maximum Height is 50 feet, Maximum Stories: 3
- C. Minimum Building Setbacks

From Buffer or RCA	10'
Front Yard	20' (30' for Townhomes)
Side Yard	5'
Rear Yard	20'
Driveways from Sidewalk to Garage	20' (SF) and 30' (TH)
Building Separations	30' Apartments – 20' Townhomes
- D. Percentage of Impervious Area - Will not Exceed 35% for Entire Project
- E. Perimeter Buffer 50' (100' adjacent to Lots on S. Rogers Drive)
- F. 10' landscape median on each entry drive from US 70 Business
- G. Street Trees (1) on each Single-Family Lot (outside ROW)
- H. Street Tree every 100' on each side of public street (common areas outside ROW)
- I. 6' Fence within 50' Perimeter Buffer adjacent to US 70 Business

SECTION 7: OFF-STREET PARKING

Each Single-Family Residence and Townhome will have at least (2) paved parking spaces (outside of the garage). In addition, all Single-Family Lots will have 2 car garages and all Townhomes will have a single or double car garage. In the Townhome area we will have ancillary parking areas equal to or greater than .75 parking spaces per townhome with a single car garage.

SECTION 8: SIGNS

The Developer will submit a master sign plan (with the preliminary plat) that shows the location of signage with details at master subdivision phase. Signage for this project will comply with the UDO

SECTION 9: NATURAL RESOURCE AND ENVIRONMENTAL PROTECTION

- A. Floyd Landing is located in the Neuse River Basin and drains into Reedy Branch or Swift Creek
- B. There is FEMA mapped Floodplain within the project limits see Existing Conditions Map
- C. There are no known historic structures within the project limits.

SECTION 10: STORMWATER MANAGEMENT

The project will meet all applicable requirements and standards of the Town of Smithfield UDO. This project will meet all stormwater quantity and quality reduction requirements. The proposed devices will include water quality ponds, bioretention areas, and other approved measures to treat and control stormwater runoff. The devices will be located within open space areas and be positioned and landscaped to be an amenity for the project. The Property Owners Association will be responsible for maintaining and operation of these features.

SECTION 11: PARKS AND RECREATION

The project will have several internal private parks. Playground structures are planned along with passive lawns for informal play. **A community pool and bathhouse will be provided within the Phase 5 area. This amenity will be for all residential residents within Finley Landing.**

SECTION 12: PUBLIC FACILITIES

Water: The project will connect to the Towns Water distribution system. Detailed routing to be determined prior to submission of the preliminary plat.

Sewer: The project will connect to the Towns Sewer collection system. Detailed routing to be determined prior to submission of the preliminary plat.

Road Improvements: Right-turn decel lanes will be added at each entrance on US 70 Business

SECTION 13: PHASING

Phasing will be determined prior to submission of the preliminary plat.

SECTION 14: CONSISTENCY

The Land Plan identifies this location as Low Density and Medium Density Residential. The project as proposed complies with the objectives of the Land Use Plan by proposing residential development. The Town of Smithfield has already identified this area for both water and sewer service. Both Water and Sewer Infrastructure are nearby.

SECTION 15: COMPLIANCE WITH UDO

The proposed plans for the project are in compliance with the Town's UDO.

SECTION 16: LAND USE NOTES

- A. The project will require the formation of a Property Owners Association which will handle the maintenance and ownership of common areas, buffers, recreation facilities, and stormwater quality features.
- B. The existing homesite(s) and structures on the property will either be relocated or removed from the project.

SECTION 17: Architectural Controls

Single Family:

- End units facing a public ROW must include a minimum of two (2) windows.
- Façade Treatment: May include a mix of siding types including lap siding, board & batten, shake, stone or brick. Each unit shall include a minimum of two (2) of these elements.
- Landscaping: Each unit shall include a minimum of one (1) decorative tree, one (1) street tree, and six (6) shrubs.
- Each home shall have a minimum of a two-car garage.
- Garage Doors: shall contain decorative details or carriage style adornments

Townhome:

- End units facing a public ROW must include a minimum of two (2) windows.
- End units facing a public ROW must include screening landscaping the side yard.
- Façade Treatment: May include a mix of siding types including lap siding, board & batten, shake, stone or brick. Each unit shall include a minimum of two (2) of these elements.
- Landscaping: Each unit shall include a minimum of one (1) decorative tree and four (4) shrubs.
- Garage Doors: shall contain decorative details or carriage style adornments

THE MITCHELL II

Trace at Olde Towne
Club Collection

Approx. 1,858 sq. ft.

3 bedrooms

3.5 bathrooms

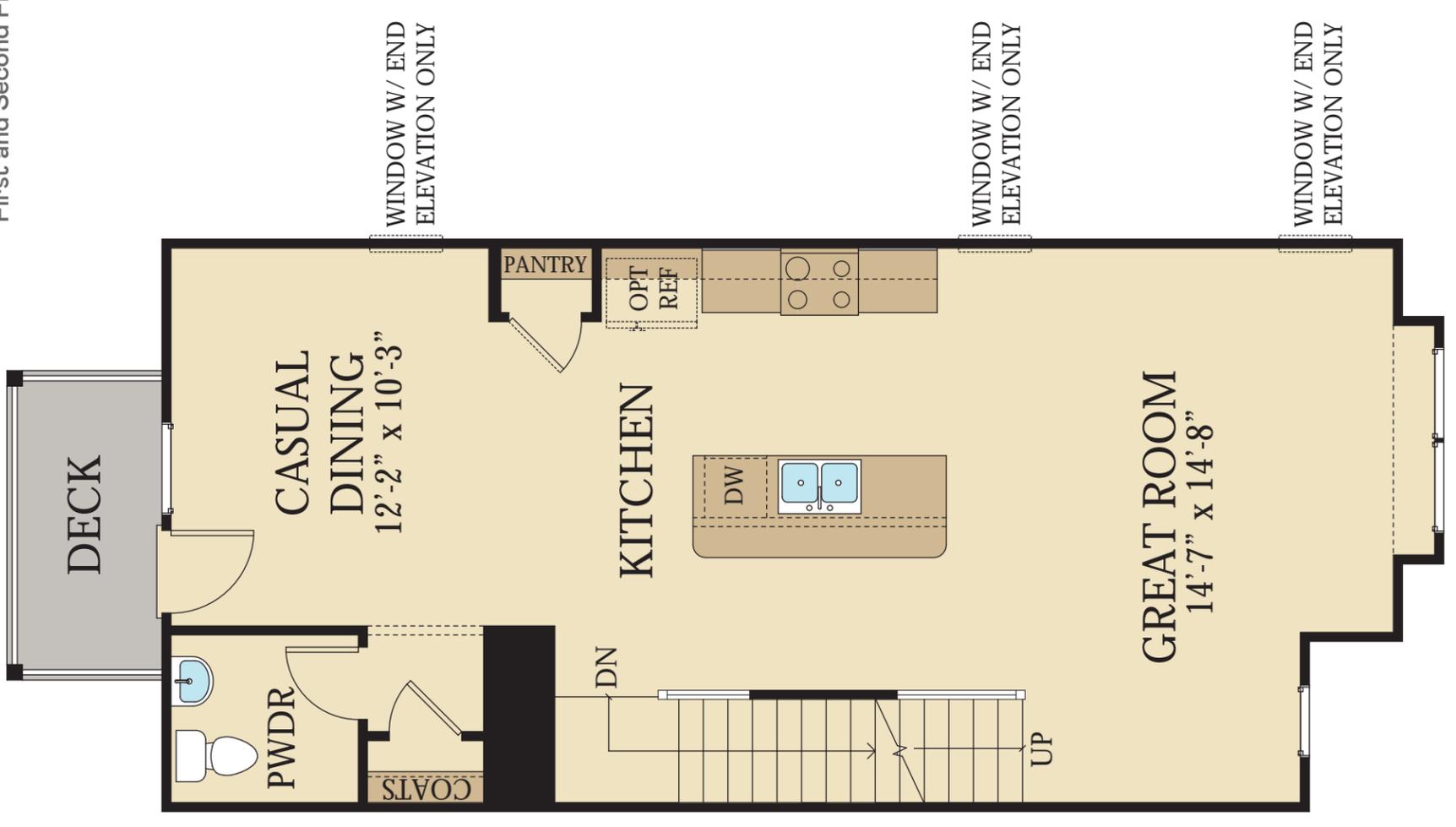
1 car garage



EVERYTHING'S
INCLUDED®

Lennar.com

First and Second Floors



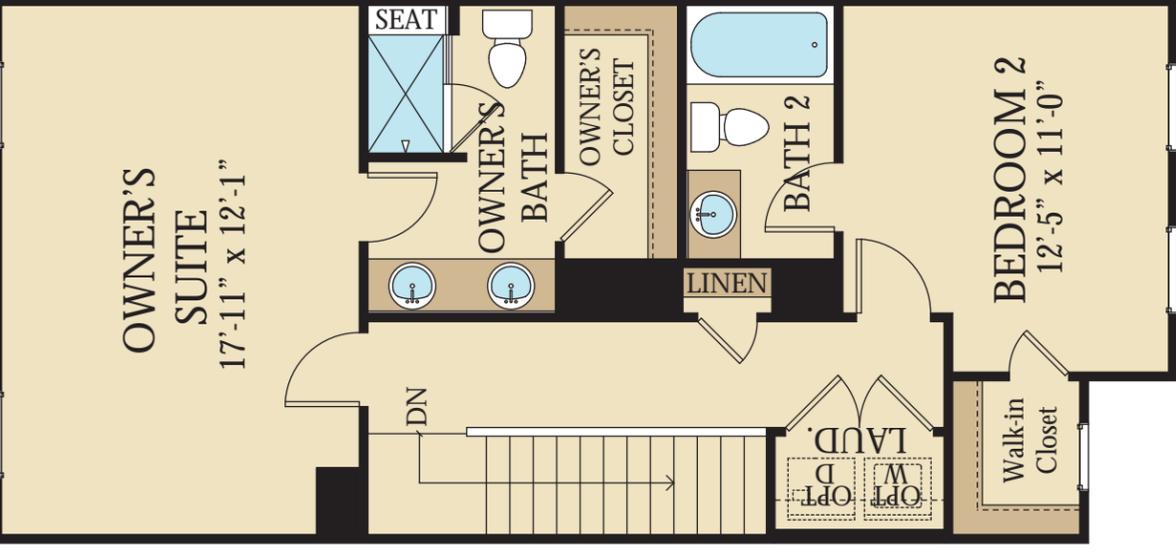
SECOND LEVEL



FIRST LEVEL

Third Level

Trace at Olde Towne | Club Collection



THE MITCHELL II



Elevation A



Elevation C



Elevation D



Elevation E - End Elevation



Elevation F - End Elevation



THIRD LEVEL

Lennar.com

EVERYTHING'S INCLUDED®

Elevations of a home may vary and we reserve the right to substitute and/or modify design and materials, in our sole opinion and without notice. Please see your actual home purchase agreement for additional information, disclosures and disclaimers related to the home and its features. Plans are artist's renderings and may contain options which are not standard on all models. Lennar reserves the right to make changes to plans and elevations without prior notice. Stated dimensions and square footage are approximate and should not be used as representation of the home's precise or actual size. Any statement, verbal or written, regarding "under air" or "finished area" or any other description or modifier of the square footage size of any home is a shorthand description of the manner in which the square footage was estimated and should not be construed to indicate certainty. Garage sizes may vary from home to home and may not accommodate all vehicles. Visit Lennar.com or see a Lennar New Home Consultant for further details and important legal disclaimers. This is not an offer in states where prior registration is required. Void where prohibited by law. Copyright © 2022 Lennar Corporation. All rights reserved. Lennar, the Lennar logo, Everything's Included and the Everything's Included logo are U.S.-registered service marks or service marks of Lennar Corporation and/or its subsidiaries. (25356) 04/07/22

THE CAMERON
Franklin Townes
Designer Collection

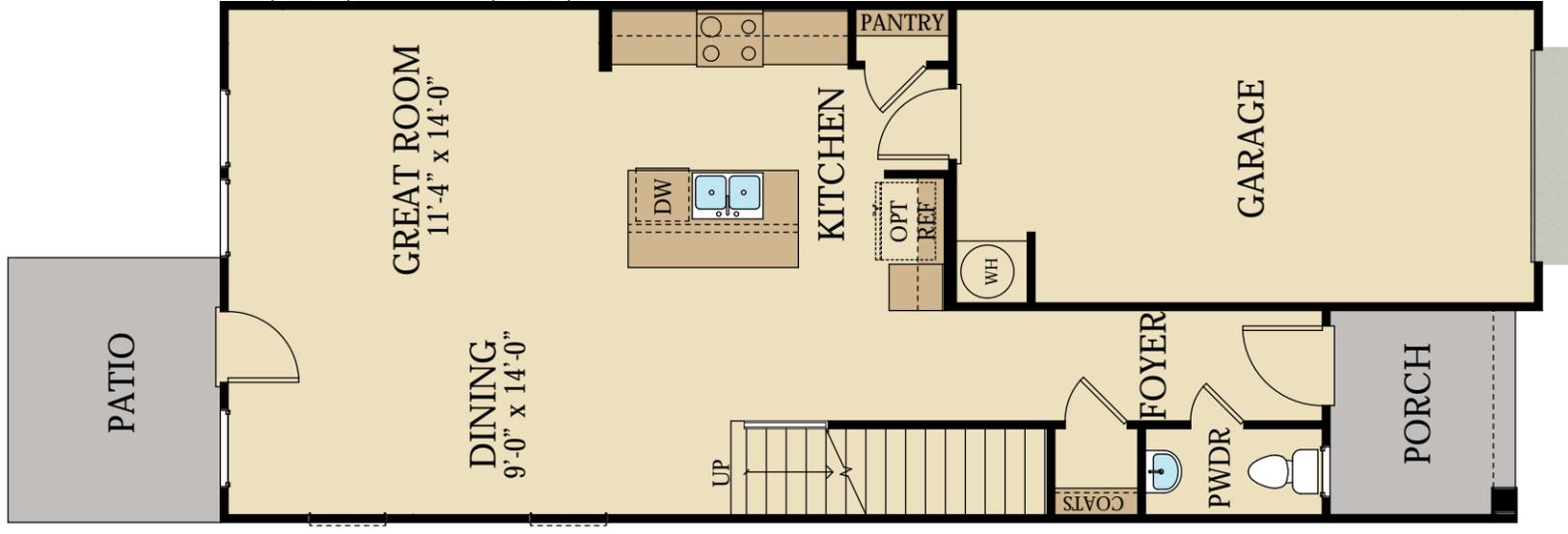
Approx. 1,581 sq. ft.

- 3 bedrooms
- 2.5 bathrooms
- 1 car garage



EVERYTHING'S INCLUDED

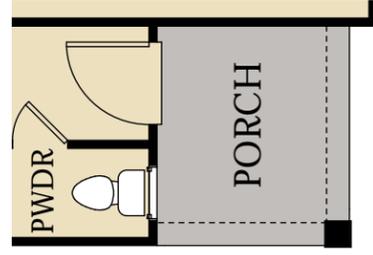
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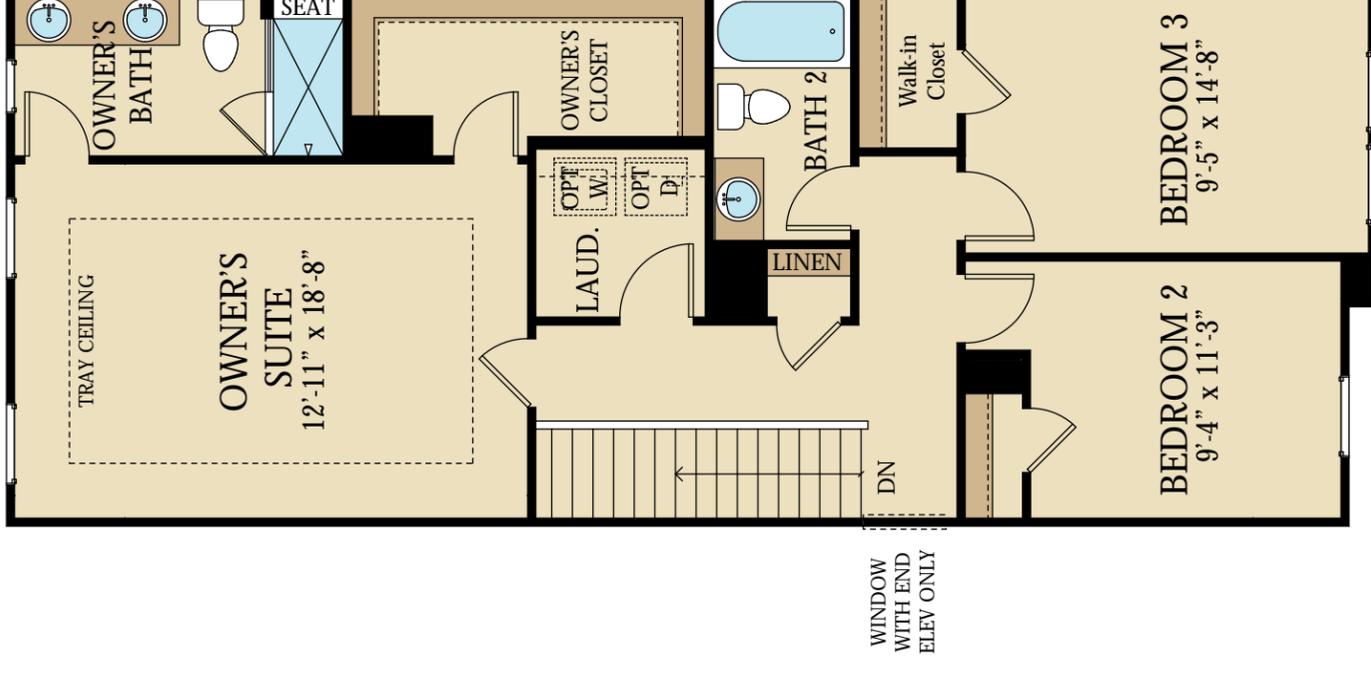
WINDOWS WITH END ELEV ONLY

WINDOWS WITH END ELEV ONLY

MAIN LEVEL FLOOR PLAN



PORCH END ELEVATION



WINDOW WITH END ELEV ONLY

UPPER LEVEL FLOOR PLAN

Franklin Townes | Designer Collection THE CAMERON



Elevation A



Elevation AEP - End Elevation



Elevation C



Elevation CE



Elevation CEP - End Elevation



Elevation F



Elevation FE



Elevation FEP - End Elevation



Elevation G



Elevation GE



**EVERYTHING'S
INCLUDED®**

Lennar.com

Elevations of a home may vary and we reserve the right to substitute and/or modify design and materials, in our sole opinion and without notice. Please see your actual home purchase agreement for additional information, disclosures and disclaimers related to the home and its features. Please see your New Home Consultant and home purchase agreement for actual features designated as an Everything's Included feature, additional information, disclosures, and disclaimers relating to your home and its features. Plans are artist's renderings and may contain options which are not standard on all models. Lennar reserves the right to make changes to plans and elevations without prior notice. Stated dimensions and square footage are approximate and should not be used as representation of the home's precise or actual size. Any statement, verbal or written, regarding "under air" or "finished area" or any other description or modifier of the square footage size of any home is a shorthand description of the manner in which the square footage was estimated and should not be construed to indicate certainty. Garage sizes may vary from home to home and may not accommodate all vehicles. Visit Lennar.com or see a Lennar New Home Consultant for further details and important legal disclaimers. This is not an offer in states where prior registration is required. Void where prohibited by law. Copyright © 2023 Lennar Corporation. All rights reserved. Lennar, the Lennar logo, Everything's Included and the Everything's Included logo are U.S. registered service marks or trademarks of Lennar Corporation and/or its subsidiaries. (25-413) 10/17/23

PROPERTY ID: 15079014, 15077035H, & 15077035C, 15078012, & 15078012B
 EXISTING ZONING= R-20A & B-3
 PROPOSED ZONING= R-8 CONDITIONAL

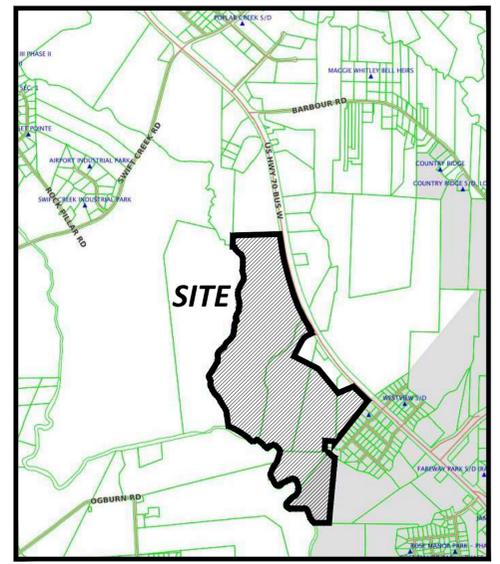
TOTAL PROJECT AREA= ± 199.8 AC
 TOTAL DWELLING UNITS= ± 469

SINGLE FAMILY
 UNITS= ± 106
 AVERAGE UNIT SIZE= ± 1,600 - 2,100 SF
 AVERAGE # BEDS= ± 3 BEDROOMS
 MINIMUM LOT SIZE= ± 5,175 SF
 MAX. BUILDING HT.= ± 35'

TOWNHOMES
 UNITS= ± 363
 MAX. BUILDING HT.= ± 40' (3 STORY)
 AVERAGE # BEDS= ± 2 - 3 BEDROOMS
 AVERAGE SIZE= ± 1,400 - 1,900 SF

SINGLE FAMILY
 TOTAL AREA= ± 34.45 AC
 OPEN SPACE= ± 10.9 AC
 (AREA WITHIN STREAMS, WETLANDS, PONDS, BUFFERS, FLOODPLAIN, ETC.)
 REMAINDER AREA= ± 20.6 AC

TOWNHOMES
 TOTAL AREA= ± 165.50 AC
 OPEN SPACE= ± 94.5 AC
 (AREA WITHIN STREAMS, WETLANDS, PONDS, BUFFERS, FLOODPLAIN, ETC.)
 REMAINDER AREA= ± 73.17 AC
 PUBLIC STREETS= ± 15,023 LF



VICINITY MAP

FINLEY LANDING PRELIMINARY MASTER PLAN ALTERNATE

SMITHFIELD, NORTH CAROLINA
 February 7, 2025



MANAGED OPEN SPACE

NATURAL OPEN SPACE

PLANTED LANDSCAPE BERM

8' ASPHALT MULTI-USE TRAIL

ENTRANCE LOCATION

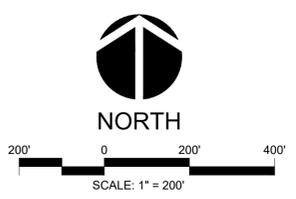
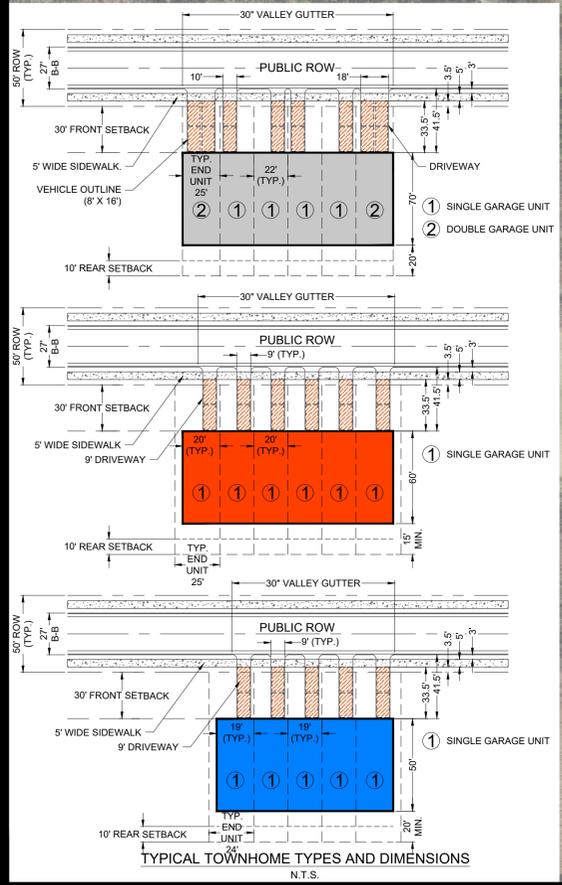
PHASE 5 TOWNHOMES 60' PAD DEPTH 2-STORY

PHASE 5 TOWNHOMES 50' PAD DEPTH 3-STORY

TOWNHOMES ± 2.4 DWELLING UNITS / AC

SINGLE FAMILY (45' x 115')

COMMERCIAL



CE GROUP
 301 GLENWOOD AVE. SUITE 220
 RALEIGH, NC 27603
 PHONE: 919-367-8790
 www.cegroupinc.com
 License # C-1739

Name1	Name2	Address1	Address2	CityStateZip
FL SMITHFIELD, LLC			PO BOX 5488	CARY, NC 27512-5488
FLOYD LANDING DEVELOPERS, LLC			PO BOX 5488	CARY, NC 27512-5488
BADGER, MARTHA MAE LIFE ESTATE	HORTON, SHERRY A REMAINDER	556 OGBURN RD		SMITHFIELD, NC 27577-0000
BEACH, ROBERT H JR	BEACH, ANNE L	33 BLUE POND RD		CLAYTON, NC 27520-7494
GREEN, PATRICIA GENTRY		308 S. ROGERS DR		SMITHFIELD, NC 27577-3050
LENNAR CAROLINAS, LLC		1100 PERIMETER PARK DR STE 112		MORRISVILLE, NC 27560-9119
LENNAR CAROLINAS, LLC		1100 PERIMETER PARK DR STE 112		MORRISVILLE, NC 27560-9119
LENNAR CAROLINAS, LLC		1100 PERIMETER PARK DR STE 112		MORRISVILLE, NC 27560-9119
FL SMITHFIELD, LLC			PO BOX 5488	CARY, NC 27512-5488
FLOYD LANDING DEVELOPERS, LLC			PO BOX 5488	CARY, NC 27512-5488
LENNAR CAROLINAS, LLC		1100 PERIMETER PARK DR STE 112		MORRISVILLE, NC 27560-9119
LENNAR CAROLINAS, LLC	WILLIAMS, BETTY B		PO BOX 2590	SMITHFIELD, NC 27577-0000
LENNAR CAROLINAS, LLC		1100 PERIMETER PARK DR STE 112		MORRISVILLE, NC 27560-9119
LENNAR CAROLINAS, LLC		1100 PERIMETER PARK DR STE 112		MORRISVILLE, NC 27560-9119
LENNAR CAROLINAS, LLC		1100 PERIMETER PARK DR STE 112		MORRISVILLE, NC 27560-9119
FL SMITHFIELD, LLC			PO BOX 5488	CARY, NC 27512-5488
FL SMITHFIELD, LLC			PO BOX 5488	CARY, NC 27512-5488
LENNAR CAROLINAS, LLC		1100 PERIMETER PARK DR STE 112		MORRISVILLE, NC 27560-9119
LENNAR CAROLINAS, LLC		1100 PERIMETER PARK DR STE 112		MORRISVILLE, NC 27560-9119
FLOYD LANDING DEVELOPERS, LLC			PO BOX 5488	CARY, NC 27512-5488
LENNAR CAROLINAS, LLC		1100 PERIMETER PARK DR STE 112		MORRISVILLE, NC 27560-9119
LENNAR CAROLINAS, LLC		1100 PERIMETER PARK DR STE 112		MORRISVILLE, NC 27560-9119
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LENNAR CAROLINAS, LLC		1100 PERIMETER PARK DR STE 112		MORRISVILLE, NC 27560-9119
LENNAR CAROLINAS, LLC		1100 PERIMETER PARK DR STE 112		MORRISVILLE, NC 27560-9119
LENNAR CAROLINAS, LLC		1100 PERIMETER PARK DR STE 112		MORRISVILLE, NC 27560-9119
LENNAR CAROLINAS, LLC		1100 PERIMETER PARK DR STE 112		MORRISVILLE, NC 27560-9119
FINLEY LANDING OWNERS ASSOCIATION, INC		4700 HOMEWOOD CT STE 380		RALEIGH, NC 27609-5732
LENNAR CAROLINAS, LLC		1100 PERIMETER PARK DR STE 112		MORRISVILLE, NC 27560-9119
LENNAR CAROLINAS, LLC		1100 PERIMETER PARK DR STE 112		MORRISVILLE, NC 27560-9119
LENNAR CAROLINAS, LLC		1100 PERIMETER PARK DR STE 112		MORRISVILLE, NC 27560-9119
LENNAR CAROLINAS, LLC		1100 PERIMETER PARK DR STE 112		MORRISVILLE, NC 27560-9119
LENNAR CAROLINAS, LLC		1100 PERIMETER PARK DR STE 112		MORRISVILLE, NC 27560-9119
LENNAR CAROLINAS, LLC		1100 PERIMETER PARK DR STE 112		MORRISVILLE, NC 27560-9119
SMITH, RALPH L	SMITH, CYNTHIA T	306 S ROGERS DR		SMITHFIELD, NC 27577-3050
LENNAR CAROLINAS, LLC		1100 PERIMETER PARK DR STE 112		MORRISVILLE, NC 27560-9119
LENNAR CAROLINAS, LLC		1100 PERIMETER PARK DR STE 112		MORRISVILLE, NC 27560-9119
LENNAR CAROLINAS, LLC		1100 PERIMETER PARK DR STE 112		MORRISVILLE, NC 27560-9119



PLANNING DEPARTMENT
Stephen Wensman, Planning Director

ADJOINING PROPERTY OWNERS CERTIFICATION

I, Micah Woodard, hereby certify that the property owner and adjacent property owners of the following petition, CZ-25-01, were notified by First Class Mail on 2/21/25 of the Public Meeting on March 6th, 2025.

Micah Woodard
Signature

Johnston County, North Carolina

I, Julianne Edmonds, Notary Public for Johnston County and State of North Carolina do hereby certify that Micah Woodard personally appeared before me on this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal, this the

26th day of February, 2025

Julianne Edmonds
Notary Public Signature

Julianne Edmonds
Notary Public Name



My Commission expires on 1-15-2028



Request for Town Council Action

**Public
Hearing:** ANX-25-01
Date: 03/18/2025

Subject: Contiguous Annexation Petition
Department: Planning & Administration
Presented by: Micah Woodard – Planner I
Presentation: Public Hearing

Issue Statement

The Town of Smithfield has submitted a petition to voluntarily annex a contiguous 11.58 acres into the Town of Smithfield corporate limits.

Financial Impact

N/A

Action Needed

The Town Council is asked to hold a public hearing and adopt Ordinance No. 525-2025, extending the corporate limits of the Town of Smithfield by annexing the Town owned Barbour Road property.

Recommendation

Adoption of Ordinance No. 525-2025

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Deed for property (Lot 10)
3. Final Settlement Agreement
4. Annexation Plat
5. Ordinance No. 525-2025
6. Affidavit of Publication
7. Zoning Map



Staff Report

Public Hearing: ANX-25-01

The Town of Smithfield has submitted a petition to voluntarily annex 11.58 acres into the Town of Smithfield corporate limits.

The property is owned by the Town because of a settlement agreement reached on May 2, 2024 (attached).

In accordance with NCGS 160A-31 (g), the Town of Smithfield does not have to file an annexation petition because the area to be annexed is owned by the Town and is contiguous to the corporate limits of the Town. (See below)

Staff requests the Council hold a public hearing and adopt Ordinance 525-2025, annexing the town owned Barbour Road property into the corporate limits of Smithfield.

NCGS 160A-31 – Voluntary Contiguous Annexation

Municipal Owned Property

(g) The governing board may initiate annexation of contiguous property owned by the municipality by adopting a resolution stating its intent to annex the property, in lieu of filing a petition. The resolution shall contain an adequate description of the property, state that the property is contiguous to the municipal boundaries and fix a date for a public hearing on the question of annexation. Notice of the public hearing shall be published as provided in subsection (c) of this section. The governing board may hold the public hearing and adopt the annexation ordinance as provided in subsection (d) of this section.

(c) Upon receipt of the petition, the municipal governing board shall cause the clerk of the municipality to investigate the sufficiency thereof and to certify the result of the investigation. For petitions received under subsection (b1) or (j) of this section, the clerk shall receive the evidence provided under subsection (l) of this section before certifying the sufficiency of the petition. Upon receipt of the certification, the municipal governing board shall fix a date for a public hearing on the question of annexation, and shall cause notice of the public hearing to be published once in a newspaper having general circulation in the municipality at least 10 days prior to the date of the public hearing; provided, if there be no such paper, the governing board shall have notices posted in three or more public places within the area to be annexed and three or more public places within the municipality

(d) At the public hearing persons resident or owning property in the area described in the petition and persons resident or owning property in the municipality shall be given an opportunity to be heard. The governing board shall then determine whether the petition meets the requirements of this section. Upon a finding that the petition that was not submitted under subsection (b1) or (j) of this section meets the requirements of this section, the governing board shall have authority to pass an ordinance annexing the territory described in the petition. The governing board shall have authority to make the annexing ordinance effective immediately or on the June 30 after the date of the passage of the ordinance or the June 30 of the following year after the date of passage of the ordinance.

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: \$232.00

Parcel Identifier No.: 17K09016J Verified by _____ County on the ____ day of _____, 2024
By: _____

Mail/Box to: Hewett Law Group, P.A., PO Box 369, Selma, N.C. 27576

This instrument was prepared by: Alan B. Hewett, Hewett Law Group P.A., (NO TITLE SEARCH, CERTIFICATION OR TAX ADVICE GIVEN)

Brief description for the Index: Lot 10, 11.58 acres, Barbour Road

THIS DEED made this 23rd day of July, 2024, by and between:

GRANTOR	GRANTEE
Heath Street #215 Limited Partnership, A North Carolina Limited Partnership 258 Meadowbrook Drive Four Oaks, NC 27524	Town of Smithfield, a Municipal Corporation PO Box 761 Smithfield, NC 27577

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple all that certain lot or parcel of land situated in Smithfield Township, Johnston County, North Carolina and being more particularly described as follows:

Being all of Lot 10 consisting of 11.58 acres according to a survey entitled "Map for KEB Associates" prepared by L. Dennis Lee, P.A. dated October 29, 1999 and recorded in Plat Book 55, Pages 230-235 of the Johnston County Registry, which is fully incorporated herein by reference.

The property hereinabove described was acquired by Grantor by instrument recorded in Deed Book 1897, Pages 940-944 of the Johnston County Registry. This conveyance is made pursuant to a Settlement Agreement and Consent Order filed in Johnston County Superior Court File 23 CVS 000093-500.

All or a portion of the property herein conveyed does not include the primary residence of the Grantor.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, other than the following exceptions:

- 1. 2024 Johnston County ad valorem taxes.
- 2. County/City zoning ordinances.
- 3. Restrictions and easements of record.
- 4. Terms of Settlement Agreement and Consent Order in 23 CVS 000093-500.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal upon the foregoing as of the day and year first above written.

Heath Street #215 Limited Partnership

Russell L Barefoot (SEAL)
 By: Russell L. Barefoot, General Partner

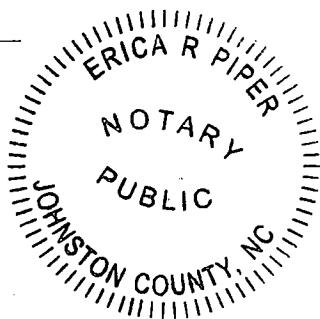
STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

I, the undersigned Notary Public of the County and State aforesaid, certify that **Russell L. Barefoot**, General Partner of Heath Street #215, Limited Partnership, a North Carolina Limited Partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the Limited Partnership for the purposes therein expressed. Witness my hand and Notarial stamp or seal this the 23rd day of July, 2024.

Erica R Piper

Erica R Piper, Notary Public

My Commission Expires: 3/15/2026



CONTINGENT SETTLEMENT AGREEMENT

THIS CONTINGENT SETTLEMENT AGREEMENT (hereinafter the "Agreement") is made and entered into this 2nd day of May, 2024, by and between Heath Street #215 Limited Partnership ("Heath Street") and the Town of Smithfield (Town) collectively referred to hereinafter as the "Parties."

WHEREAS, the Town; and Heath Street are parties to an eminent domain action in Johnston County North Carolina in Superior Court file 23cvs000093-500;

WHEREAS, the Town of Smithfield took title by eminent domain to approximately 16.02 acres on Barbour Road, Smithfield, NC 27577 (tax id 15078011h), hereinafter referenced as the 16.02 acres and more particularly described by the following metes and bounds description and from the survey of Jerry Ball:

BEGINNING at an existing iron stake in the centerline of Barbour Road (SR 1918) being the Southeast corner of the Alma Moore (Deed Book 3972, Page 535/Plat Book 88, Page 234, Johnston Registry) property and the southwest corner of this property; thence along the line of Alma Moore North 01 degrees 35 minutes 52 seconds West 41.25 feet to the northern right of way of Barbour Road, thence continuing with said line North 01 degrees 35 minutes 52 seconds East 490 feet to an existing iron stake; continuing along the Moore line North 01 degrees 35 minutes 52 seconds East 17.59 feet to an existing iron stake; thence along the line of Moses L. Moore North 00 degrees 59 minutes 31 seconds East 240.81 feet to an existing iron stake, thence continuing said direction and with the Moore line 203.75 feet to an existing iron stake, Ronald Williams southeast corner; thence along the Ronald Williams and Dennis Moore lines, respectively, North 00 degrees 53 minutes 26 seconds East 926.73 feet to an existing iron stake; a corner with E&F Properties, Inc., thence with the property line of E&F Properties, Inc. and with Poplar Creek the following distances: South 57 degrees 26 minutes 50 seconds East 255.94 feet; North 85 degrees 52 minutes 58 seconds East 122.65 feet; South 64 degrees 52 minutes 10 seconds East 65.98 feet; South 19 degrees 21 minutes 58 seconds West 45.14 feet; and South 57 degrees 15 minutes 50 seconds East 73.85 feet to a new corner; thence along the new property line created hereby shared with Heath Street #215 Limited Partnership the following distances: South 01 degrees 40 minutes 26 seconds West 1,090.37 feet; South 27 degrees 03 minutes 29 seconds West 551.06 feet; and North 88 degrees 59 minutes 15 seconds West 146.54 feet; thence along this new line with Heath Street #215 Limited Partnership South 01 degrees 40 minutes 25 seconds West 151.34 feet to an existing iron stake in the centerline of Barbour Road (SR 1918); thence along the centerline North 43 degrees 39 minutes 38 seconds West 21.02 feet; thence continuing with the centerline North 45 degrees 08 minutes 54 seconds West 47.99 feet to the point and place of beginning containing 16.020 acres, including the right of way, as shown on that plat entitled "Survey for the Town of Smithfield on the Lands of Heath Street #255 Limited Partnership", surveyed by Jerry Ball Land Surveying, PC, dated 15 2023. See Plat Book 98, page 100 showing the entire 16.020 acres, also showing the 10.09 portion annexed in 2023.

WHEREAS, the parties hereto desire to resolve all issues involved in the action between them in Superior Court file 23cvs000093-500 by swapping the 16.02 acre tract described above for an approximate 11.580 acres (namely parcel 17k09016j; NC Pin 168500-85-2901; being tract 10, 11.58 acres shown on the Map for KEB Associates in Plat Book 55 pages 230-235 on sheets 2

and 4) that Heath Street owns on the north side of Barbour Road and located further west on Barbour Road with the parties valuing both tracts (the 16.02 acre tract and the 11.580 acre tract) at Ten Thousand Dollars per acre so that Heath Street pays the town for the difference in acreage between the two tracts at the rate of Ten Thousand Dollars per acre;

NOW, THEREFORE, for and in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that:

1. **Swap & Purchase Price.** The Town agrees to swap the 16.02-acre parcel 150780009k for the 11.580 acres Heath Street owns to the west on the north side of Barbour Road, namely parcel 17k09016j. The parties have agreed to value both at \$10,000 per acre for the purpose of this swap with the parties further agreeing that Heath Street will pay the Town the difference in acreage at the rate of \$10,000 per acre at closing. The difference is approximately 4.44 acres so Heath Street will pay the Town \$40,440.00 at Closing since the parcel the town receives is 4.44 acres larger. Heath Street will make this payment from the funds Smithfield posted with the Clerk during the condemnation. The Town will execute a Special Warranty Deed for the 16.02 acres taken in eminent domain from Heath Street since Heath Street was the prior owner and the latter will convey the 11.580 acres by General Warranty Deed.
2. **Definitions.**
 - (a) **“Closing”** shall mean the date of the completion of the process for inspection of the 11.580 acres, this process being primarily referenced in Section 11 of NC Bar Association and Board of Realtor’s form 580-T, revised 7/2022. Closing shall occur on or before August 1, 2024.
 - (b) **“Contract Date”** means the date this Agreement has been fully executed by both Buyer and Seller.
 - (c) **“Examination Period”** shall mean the period beginning on the first day after the Contract Date and extending through 5:00 pm weekday (Monday through Friday) that is **sixty (60)** or more days from the Contract Date.
 - (d) **“Heath Street Notice Address”** shall be to Chip Hewett at Hewett Law Group, P.A. 101 Blackstone Lane, PO Box 369, Selma, NC 27576 and both by email to him at chip@hlgpa.com and by text to his cellphone.
 - (e) **“Town Notice Address”** shall be to Robert Spence at Spence, Carter, & Reed, P.A. 212 South Second Street, PO Box 1335, Smithfield, NC 27577 and both by email to him at spence@sst-law.com and by text to his cell phone.
3. **Town Retains Easements.** The Town will retain an easement for a Sewer Line and Pump Station on the 16.02-acres for the Town to construct and maintain underground utility lines, manholes, water and sewerage lines to conduct sewage from the area, as part of the municipal sewerage system (hereinafter, “the System”) as well as such future utility lines and improvements as are reasonably necessary in the discretion of

the Town for the maintenance and improvement of the system. For this purpose, the Town will retain a 30-foot-wide permanent sewer easement and 40-foot-wide construction easement along the "**Burdened Easement Area**" extending from southwest corner of the 16.02-acres with the western line of the easement being along the western line of the 16.02-acres and extending out in width due east 30 feet for the permanent sewer easement and 40 feet in width for the construction easement. Thus, the construction easement will extend out in width ten feet beyond the permanent sewer easement. The western line of the sewer easements will be along the western line of the 16.02-acres from the southwest corner of said tract in the centerline of Barbour Road to the northwest corner of the tract in Popular Branch in the line of E&F Properties, NC Pin 168500-97-7612. Said western line is more particularly described as follows along the western boundary of the 16.02-acres from the southwest corner of the 16.02-acres in Barbour Road to the northwest corner of the 16.02-acres.

BEGINNING at an existing iron stake in the centerline of Barbour Road (SR 1918) being the Southeast corner of the Alma Moore (Deed Book 3972, Page 535/Plat Book 88, Page 234, Johnston Registry) property and the southwest corner of this property; thence along the line of Alma Moore North 01 degrees 35 minutes 52 seconds West 41.25 feet to the northern right of way of Barbour Road, thence continuing with said line North 01 degrees 35 minutes 52 seconds East 490 feet to an existing iron stake; continuing along the Moore line North 01 degrees 35 minutes 52 seconds East 17.59 feet to an existing iron stake; thence along the line of Moses L. Moore North 00 degrees 59 minutes 31 seconds East 240.81 feet to an existing iron stake, thence continuing said direction and with the Moore line 203.75 feet to an existing iron stake, Ronald Williams southeast corner; thence along the Ronald Williams and Dennis Moore lines, respectively, North 00 degrees 53 minutes 26 seconds East 926.73 feet to an existing iron stake; a corner with E&F Properties, Inc..

The Town will also retain a fifty-foot wide by fifty-foot-wide square easement tract for a Pumping Station cornering at the point where the northeast corner of the Dorothy Moore property (parcel 15078001b; Lot 1, Plat Book 69, page 118; 2.00 acres) and the southeast corner of the Williams property (parcel 15078002d, Lot 2 Plat Book 69, page 118) corner in the western line of the 16.01 acre tract and: extending south in length 50 feet along the western line of the 16.02-acre tract with the eastern line of Lot 1, Plat Book 69, page 118 and extending east in width fifty feet perpendicular to the fifty-foot western line of the square with lot 1.

Therefore, the deed will contain a reservation of the easement in the granting and habendum clause for both the easement and the pump station area as set forth herein:

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, *subject to the reservation of easement attached as Exhibit A*, all that certain lot or parcel of land situated in Smithfield Township, Johnston County, North Carolina and more particularly described as follows:

[Insert description here]

The property hereinabove described was devised to Grantor by instrument recorded in Book _____, page _____, Johnston County Registry.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple, *subject to the Reservation of Easement as attached as Exhibit A. (See easement terms at the beginning of this paragraph 3 for easement reservation which may appear as exhibit A in the deed or be incorporated in the body of the deed.*

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

- 4. Heath Street Receives Tap.** For the parcels adjoining the **16.02-acres** tract, namely parcels with current County Tax Numbers 15078009k, 15078009j, and 15078009i, the Town will transfer free taps to the Town Sewer System at tap points on Barbour Road where its lines currently exist for a period of 5 years from the date of this Settlement Agreement.

As additional consideration for this Settlement Agreement and for a period of 5 years from the execution of this Settlement Agreement, the Town will waive the Town System Development Fee as to any lot subdivided from the adjoining parcels for up to a maximum of 45 lots. This waiver, limited by recipient, parcel, number and time, will extend to Heath Street but not to any assignee of Heath Street as the latter would have to pay the System Development Fee of the Town. The adjoining parcels are defined as current County GIS parcels 15078009k, 15078009j, and 15078009i.

- 5. Annexation of 37.28 Acres.** As soon as the exchange of properties herein agreed upon has been executed by recorded deeds, Heath Street asks and will ask the Town to annex the remaining portion of the 37.28 Acres (parcel 15078009k) into the city limits of Smithfield and will not withdraw the petition to do so until the Town has annexed the parcel.
- 6. Due Diligence Period.** The Town has 60 days of due diligence to inspect the **11.580 acres** and may withdraw and declare this contract void within those 60 days at no cost to either party, and without prejudice.

7. **Disclosures.** Heath Street will give the Town a full disclosure of any knowledge it or its principals have of the prior use of the 11.580 acres including the prior excavation and earth removal apparent there.
8. **Deliveries:** Heath Street agrees to use best efforts to deliver to Town, as soon as reasonably possible after the Contract Date, copies of all material information relevant to the 11.580 acres in the possession of Heath Street, including but not limited to: title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records and copies of all presently effective warranties or service contracts related to the 11.580 acres. Heath Street authorizes (1) any attorney presently or previously representing Heath Street to release and disclose any title insurance policy in such attorney's file to Town and both Town's and Heath Street's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Town and both Town's and Heath Street's agents and attorneys. If Town does not consummate the Closing for any reason other than Heath Street default, then Town shall return to Heath Street all hard copy materials delivered by Heath Street to Town pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Heath Street's request, provide to Heath Street copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the 11.580 acres prepared by or at the request of Town, its employees and agents, without any warranty or representation by Town as to the contents, accuracy or correctness thereof.
9. **Evidence of Title:** Heath Street agrees to convey fee simple insurable title to the 11.580 acres without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases and (c) specific instruments on the public record at the Contract Date agreed to by Town (not objected to by Town prior to the end of the Examination Period) , which specific instruments shall be enumerated in the deed to the Town of the 11.580 acres, being collectively, "Permitted Exceptions", provided that Heath Street shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens.
10. **Conditions:** This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Town, whether explicit or implied) of the following conditions:
 - (a) **Title Examination:** After the Contract Date, Town shall, at Town's expense, cause a title examination to be made of the 11.580 acres before the end of the Examination Period. If such title examination shall show that Heath Street's title is not fee simple insurable, subject only to Permitted Exceptions under paragraph 9 above,

then Town shall promptly notify Heath Street in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Heath Street shall have thirty (30) days to cure said noticed defects. If Heath Street does not cure the defects or objections within thirty (30) days of notice thereof, then Town may terminate this Agreement (notwithstanding that the Examination Period may have expired). If Town is to purchase title insurance, the insuring company must be licensed to do business in the state in which the 11.580 acres is located. Title to the 11.580 acres must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(b) **Same Condition:** If the 11.580 acres is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Town may (i) terminate this Agreement or (ii) proceed to Closing whereupon Town shall be entitled to receive, in addition to the 11.580 acres, any of the Heath Street's insurance proceeds payable on account of the damage or destruction applicable to the 11.580 acres.

(c) **Inspections:** Town, its agents or representatives, at Town's expense and at reasonable times during normal business hours, shall have the right to enter upon the 11.580 acres for the purpose of inspecting, examining, conducting timber cruises, examining the subsoil and any soil or other thing located in or under the soil and surveying the 11.580 acres; provided, however, Heath Street understands that the town will conduct invasive subsoil and environmental testing on the 11.580 acres due to the indication of fill or other work on the site. The Town shall conduct all such on-site inspections, digging, examinations, testing, timber cruises and surveying of the 11.580 acres in a good and workmanlike manner, at Town's expense, shall repair any damage to the 11.580 acres caused by Town's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Heath Street's use and enjoyment of the 11.580 acres. Town shall not need to give any advance notice to Heath Street of the testing since it is to clearly occur during the Examination Period as the Town can schedule the same. Town shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the 11.580 acres and shall be entitled to review such books and records of Heath Street that relate directly to the operation and maintenance of the 11.580 acres, provided, however, that Town shall not disclose any information regarding this 11.580 acres (or any tenant therein) unless required by law, and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders, property inspectors, environmentalists, soil analysts and other professional advisors, in which case Town shall obtain their agreement to maintain such confidentiality, except as limited by the Public Records statutes as referenced in paragraph 12. Town assumes all responsibility for the acts of itself and its agents or representatives in exercising its rights under this Section and agrees to indemnify and hold Heath Street harmless from any damages resulting

therefrom. This indemnification obligation of Town shall survive the Closing or earlier termination of this Agreement. **Town shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing.** IF TOWN CHOOSES NOT TO PURCHASE THE 11.580 ACRES, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO HEATH STREET THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE WITH NEITHER PARTY LIABLE TO THE OTHER DUE TO THE TERMINATION.

(d) **Earnest Money/ Due Diligence.** The parties have elected not to have Earnest Money or Due Diligence Fees to secure the mutual covenants herein expressed.

11. **Voluntary Dismissal.** the Town of Smithfield agrees to execute and file a Voluntary Dismissal with Prejudice of the Civil Action upon Closing of the transactions herein contemplated including Heath Street's conveyance of the **11.580 acres** to the Town, the Town's reconveyance of the **16.58 acres** to Heath Street and the payment to the Town. Prior to the dismissal, the Town will cooperate with Heath Street for the release of the deposit to be used to fund this Agreement.

12. **Confidentiality.** In addition to the consideration noted above, the Parties agree to treat the terms of this Agreement, as well as the facts, contentions and circumstances surrounding this litigation (the "Confidential Information") however it appears not to be confidential under the Public Records Chapter of our statute and the Town may release the information upon receiving a public records request.

13. **Mutual Non-Disparagement.** Each of the Parties covenant and agree that neither they nor any of their respective agents, subsidiaries, affiliates, successors, assigns, officers or directors, shall in any way, directly or indirectly, alone or in concert with others, cause, express or cause to be expressed in a public manner, orally or in writing, any remarks, statements, comments or criticisms that disparage, call into disrepute, defame, slander or which can reasonably be construed to be defamatory or slanderous to the other Parties or such other Parties' subsidiaries, affiliates, successors, assigns, officers (including any current officer of a party or a parties' subsidiaries who no longer serves in such capacity following the execution of this Agreement), directors (including any current director of a party or a parties' subsidiaries who no longer serves in such capacity following the execution of this Agreement), employees, stockholders, agents, attorneys or representatives, or any of their products or services

14. **Further Assurances.** The Parties agree to take all reasonable steps necessary to effectuate the terms of this Agreement.

15. **Severability.** In the event that any provision of this Agreement is deemed to be invalid or unenforceable, such determination shall not affect the validity of the remaining provisions of this Agreement, and the remaining provisions of this Agreement shall continue in full force and effect.

16. **No Waiver.** The failure of any Party to immediately demand performance of any term of this Agreement by any other Party shall not be construed as a waiver of said Party's right to performance or said Party's right to demand, at any time, full performance of the terms of this Agreement.

17. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of North Carolina with a Johnston County venue.

18. **Interpretation.** No provisions of this Agreement shall be interpreted for or against any party because that party or the party's agent or legal representative drafted the Agreement or the particular provision, and the parties hereby unconditionally waive such defense or claim regarding this Agreement. The Parties are deemed to have cooperated in the drafting and preparation of this Agreement. This stipulation may be used in court regarding any claims or defenses based on this Agreement. Additionally, the captions and headings contained herein are merely for ease of reference and are not intended to create any additional terms or substantive meanings to any provisions of this Agreement.

19. **Complete Agreement.** This Agreement contains the complete agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral. The Parties affirmatively state and represent that no statement, representation, or warranty not contained in this Agreement has been relied upon to affix their signatures hereto or to agree to any of the terms, conditions or provisions of this Agreement. The terms of this Agreement may not be contradicted by evidence of any prior or contemporaneous agreement, and no extrinsic evidence may be introduced in any subsequent judicial proceeding to interpret this Agreement.

20. **No Oral Amendment.** No word, sentence, term, section, provision, or condition of this Agreement may be altered, modified, or changed in any way whatsoever except by virtue of a writing signed by all Parties hereto.

21. **Competency and Capacity.** Each Party represents, warrants, and covenants to the other as follows: (i) that it has the capacity and authority to execute this Agreement on its own behalf and on behalf of all other entities described in this Agreement as being bound by such party's execution; and (ii) that it has not assigned or subrogated or granted any third party any interest in any of the claims or liabilities released hereunder or pertaining to allegations or claims that were asserted or could have been asserted by the Parties in this Action, or authorized any other person or entity to assert any claim or liability in their stead or on their behalf.

22. **Advice of Counsel.** The Parties acknowledge that this Agreement has been voluntarily entered into and that each such Party has had the opportunity to consult with and review this Agreement with competent counsel. The Parties hereto further represent and declare that they have carefully read this Agreement and know the terms, conditions, warranties and Each Party shall bear their own attorney's fees and costs.

23. **Successors and Assigns.** This Agreement shall inure to the benefit of the Parties' respective heirs, successors and assigns, and each such party is hereby deemed a third-party beneficiary of this Agreement.

24. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

25. **Pre-Audit Certification.** This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act to assure compliance with NCGS 159-28.



Greg Siler, Town Budget Officer

26. **160A-271 Exchange Compliance.** The "Contract Date" is the date the last of the two parties signs this contract so that the contract is effective and binding from that date subject to the terms and conditions herein, some of which terminate the contract upon defined actions. However, this contract is subject to the terms of GS 160A-271 which requires a town to enter an exchange contract such as this only after the adoption of a resolution by the Board upon 10 days' notice of the hearing on passing the resolution as well as a defined notice by publication of the hearing. Therefore, Heath Street will execute this Agreement as will the Town to establish the Contract Date upon which the contract is binding upon the parties subject to the other provisions herein allowing the Town to then begin the notice and advertisement required by this statute to allow the Town to approve the transaction herein reflected per the statute. After the resolution, the appropriate Town officials will execute the contract and proceed to due diligence for a closing. If the Town does not approve the resolution after said notice, then the Contract becomes void immediately.

27. **Electronic Signatures** (Uniform Electronic Transactions Act, Chapter 66, Article 40). The electronic signature of a party to this Agreement or any of the other transaction documents shall be as valid as an original signature of such party and shall be effective to bind such party to such document. The Parties agree that any electronically signed document (including this Agreement) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts," if introduced as evidence in any proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. No party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" means a manually signed original signature that is then transmitted via the internet as a "pdf" (portable document format) or other replicating image attached to an e-mail message, and "electronically signed document" means a document transmitted via e-mail containing an electronic signature.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement as of the day and year set forth above.

Michael Scott (SEAL)
Michael Scott, Town Manager
Town of Smithfield

Russell Barefoot (SEAL)
Russell Barefoot, General Partner
Heath Street #215 Limited Partnership

STATE OF NORTH CAROLINA

COUNTY OF Johnston

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Michael Scott personally came before me this day and acknowledged that he is the Town Manager of the town of Smithfield, a North Carolina Municipality, and that he as town manager being authorized to do so, executed the foregoing on behalf of the municipality..

Witness my hand and official seal this the 2nd day of May, 2024.

My Commission expires: 10-19-25 *Marcus C Burrell* (NP)

STATE OF NORTH CAROLINA

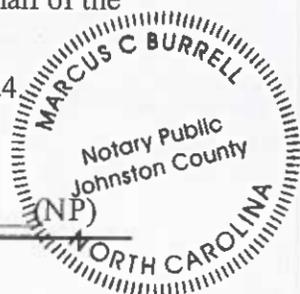
COUNTY OF JOHNSTON

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Russell Barefoot personally came before me this day and acknowledged that he is the General Partner of Heath Street #215 Limited Partnership a North Carolina limited partnership, and that he as general partner, being authorized to do so, executed the foregoing on behalf of the limited partnership.

Witness my hand and official seal this the 2nd day of May 2024.

My Commission expires: 05/04/2026

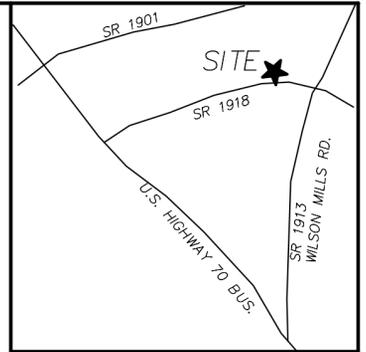
Marcus C Burrell



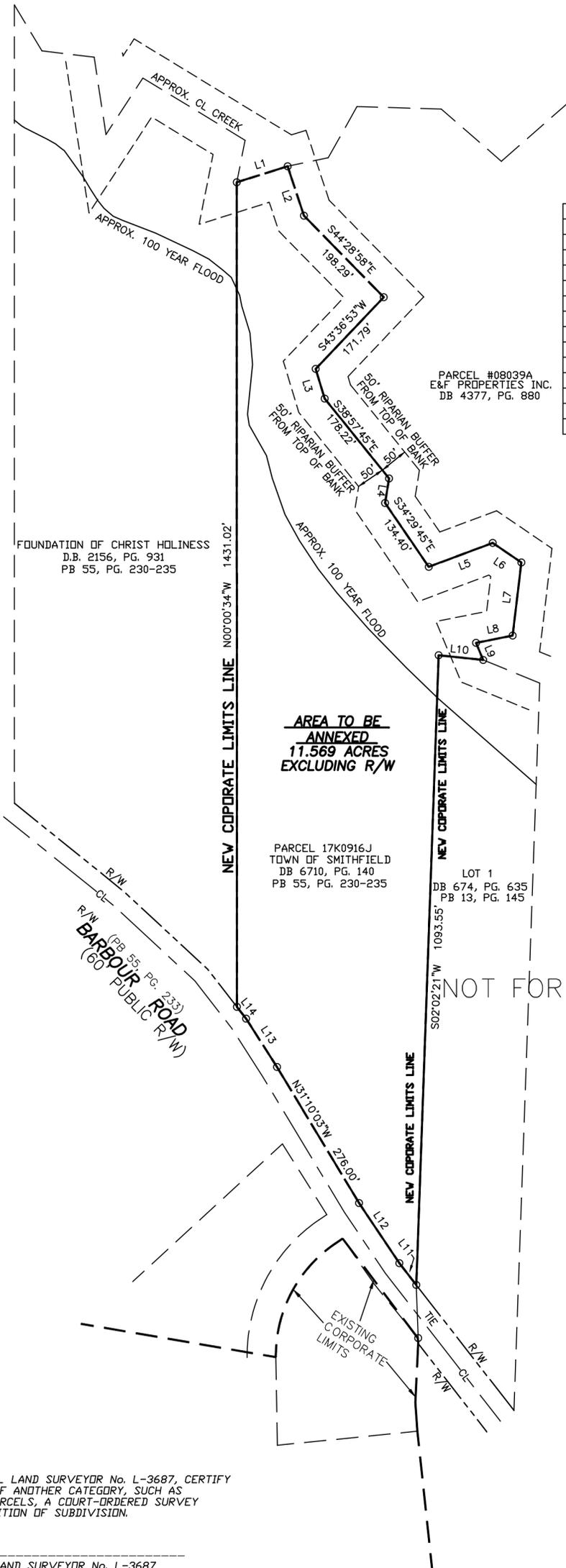
PLAT NORTH (PB 55, PG. 233)



NOTE: NO FIELD SURVEY WAS PERFORMED FOR THE PREPARATION OF THIS PLAT. ALL BEARINGS AND DISTANCES SHOWN WERE TAKEN FROM REFERENCES SHOWN HEREON. THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY



VICINITY MAP - NO SCALE



LINE	BEARING	DISTANCE
L1	N72°35'12"E	92.84'
L2	S18°18'34"E	90.32'
L3	S16°54'52"E	53.92'
L4	S09°15'19"W	43.19'
L5	N69°34'08"E	118.82'
L6	S55°50'26"E	60.31'
L7	S06°50'22"W	127.78'
L8	S78°45'33"W	64.98'
L9	S22°45'50"E	32.19'
L10	N83°57'39"W	78.00'
L11	N37°58'03"W	47.92'
L12	N33°56'11"W	125.79'
L13	N32°43'10"W	99.65'
L14	N37°56'20"W	25.95'

LEGEND

MNS	MAG NAIL SET
EMN	EXISTING MAG NAIL
EIP	EXISTING IRON PIPE
EIS	EXISTING IRON STAKE
IPS	IRON PIPE SET
R/W	RIGHT-OF-WAY
CL	CENTERLINE
ALP	AREA LIGHT POLE
CP	COMPUTED POINT
EP	EDGE OF PAVEMENT
F.D.	FIBER OPTIC
---	NOT SURVEYED

AREAS ARE COMPUTED BY COORDINATE METHOD. UNLESS OTHERWISE NOTED ALL DISTANCES SHOWN ARE GROUND HORIZONTAL DISTANCES. NO NCGS MONUMENTS FOUND WITHIN 2000 FEET.

NOTE: WETLANDS EXIST ON THIS PROPERTY. NO ATTEMPT HAS BEEN MADE TO LOCATE ANY WETLANDS AS A PART OF THIS SURVEY

BEING A SURVEY OF A PORTION OF THE PROPERTY DESCRIBED IN D.B. 1897, PG. 940 OF THE JOHNSTON COUNTY REGISTER OF DEEDS OFFICE.

REFER TO FILE NUMBER 23 CVS 93 FOR

AREA TO BE ANNEXED
11.569 ACRES
EXCLUDING R/W

THIS PLAT IS A CORRECT REPRESENTATION OF THE LANDS SURVEYED; HOWEVER A NORTH CAROLINA LICENSED ATTORNEY SHOULD BE CONSULTED CONCERNING CORRECT OWNERSHIP, WIDTH AND LOCATION OF ANY EASEMENTS, ANY CEMETERIES, OR FAMILY BURIAL GROUNDS NOT SHOWN ON RECORDED MAPS OR DEEDS MADE AVAILABLE TO THIS SURVEYOR BY THE RECENT OWNERS AT THE TIME OF THIS SURVEY AND OTHER TITLE QUESTIONS REVEALED BY TITLE EXAMINATION. NO RESPONSIBILITY OF ANY NATURE IS ASSUMED BY THIS SURVEYOR FOR ANY CONDITIONS WHICH MAY EXIST BUT ARE UNKNOWN, SUCH AS: CEMETERIES, FAMILY BURIAL GROUNDS, TOXIC OR HAZARDOUS WASTE MATERIAL, UNDERGROUND TANKS, ETC.

PRELIMINARY PLAT NOT FOR RECORDATION CONVEYANCES OR SALES

I HEREBY CERTIFY THAT THIS PLAT FOR ANNEXATION HAS FOLLOWED ALL REQUIREMENTS AND PROCEDURES AND A PUBLIC HEARING WAS HELD BY THE TOWN OF ANNEX THE PROPERTY HEREIN DESCRIBED, THE TOWN BOARD OF COMMISSIONERS OF THE TOWN OF SMITHFIELD ADOPTED THE RESOLUTION TO ANNEX ON _____ WITH THE EFFECTIVE DATE OF ANNEXATION ON _____

SHANNAN PARRISH, TOWN CLERK

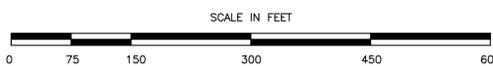
SEE TOWN ORDINANCE #516 RECORDED IN JOHNSTON COUNTY REGISTER OF DEEDS BOOK _____ PAGE _____

I, ADRIAN J. BALL III, PROFESSIONAL LAND SURVEYOR No. L-3687, CERTIFY THAT THIS PLAT IS OF A SURVEY OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

ADRIAN J. BALL III, PROFESSIONAL LAND SURVEYOR No. L-3687

I, ADRIAN J. BALL III, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN EXISTING RECORDS AS NOTED; THAT THE RATION OF PRECISION AS CALCULATED IS 1:10000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 20TH DAY OF FEBRUARY 2025 AD.

ADRIAN J. BALL III, PROFESSIONAL LAND SURVEYOR No. L-3687



JERRY BALL LAND SURVEYING, PC

PROFESSIONAL LAND SURVEYOR
205 S. POLLOCK STREET
SELMA, N. C. 27576
(919) 965-0077

CORP. #C-3000

ANNEXATION PLAT FOR THE TOWN OF SMITHFIELD

SMITHFIELD
JOHNSTON COUNTY
SCALE: 1" = 150'

DWNER:
TOWN OF SMITHFIELD
POB 761
SMITHFIELD, NC 27577

TOWNSHIP
NORTH CAROLINA
DWN. BY: LSS

02-20-25

FILE# 25-018

**TOWN OF SMITHFIELD
North Carolina**

**ORDINANCE NO. 525-2025 TO EXTEND THE
CORPORATE LIMITS OF THE TOWN OF SMITHFIELD**

WHEREAS, the Town Council has been petitioned under NCGS 160A-31 to annex the area described below; and

WHEREAS, a public hearing on the question of this annexation was held in the Smithfield Town Hall Council Chamber located at 350 East Market Street, Smithfield, North Carolina at approximately 7:00 pm on March 18, 2025 after due notice; and

WHEREAS, the Town Council finds that the petition meets the requirements of NCGS 160A-31.

NOW THEREFORE BE IT ORDAINED by the Town Council of the Town of Smithfield that:

Section 1. By virtue of the authority granted by NCGS 160A-31, the following described contiguous property owned by the Town of Smithfield is hereby annexed and made a part of the Town of Smithfield effective immediately.

The legal description of the area proposed for annexation is described as follows:

Being all of Lot 10 consisting of 11.58 acres according to a survey entitled "Map for KEB Associates" prepared by L. Dennis Lee, P.A. dated October 29, 1999 and recorded in Plat Book 55, Pages 230-235 of the Johnston County Registry, which is fully incorporated herein by reference.

Section 2. The Mayor of the Town of Smithfield shall cause to be recorded in the office of the Register of Deeds of Johnston County, and in the office of the Secretary of State in Raleigh, North Carolina an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall be delivered to the Johnston County Board of Elections, as required by NCGS 163-288.1

Adopted this the 18th day of March, 2025

M. Andy Moore, Mayor

ATTEST

Elaine Andrews, Town Clerk

APPROVED AS TO FORM:

Robert Spence, Jr., Town Attorney

AFFIDAVIT OF PUBLICATION

State of Florida, County of Orange, ss:

Stefani Beard, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Johnstonian News - (Johnston County), a newspaper printed and published in the City of Smithfield, County of Johnston, State of North Carolina, and that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached:

PUBLICATION DATES:

Mar. 5, 2025

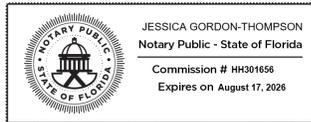
NOTICE ID: e9W3Sjvon1PIqqdiHCt

NOTICE NAME: TC 3.18.25

Publication Fee: 100.70

I declare under penalty of perjury under the laws of North Carolina that the foregoing is true and correct.

(Signed) Stefani Beard



VERIFICATION

State of Florida
County of Orange

Subscribed in my presence and sworn to before me on this: 03/06/2025

J. Tra

Notary Public

Notarized remotely online using communication technology via Proof.

Town of Smithfield Town Council Notice of Public Hearing

Notice is hereby given that a Public Hearing will be held before the Town Council of the Town of Smithfield, N.C., on Tuesday, March 18, 2025, at 7:00 P.M., in the Town Hall Council Chambers located at 350 East Market Street to consider the following requests:

CZ-25-01 Finley Landing Phase 5 Alternate Plan: Public hearing to review a conditional zoning map amendment to the Finley Landing master plan, amending 48.65-acres located at 268 S Finley Landing Parkway (Johnston County Tax ID 15077035H), with an alternative plan that replaces the 360-unit apartment development with 141 townhomes and 19-detached single-family lots.

S-25-01 Buffalo Ridge Preliminary Plat: S-25-01 Buffalo Ridge Preliminary Plat: Public hearing to review a request by Smithfield Land Group, LLC for preliminary plat of 139.86 acres of land in the R-8 Conditional Zone, located at 1041 Buffalo Road, also identified by the Johnston County Tax ID 140001021, into 210 detached single-family residential lots.

ANX-25-01: Public hearing on the question of annexing the following described property owned by the Town of Smithfield and is contiguous to the current Town boundaries: Being all of Lot 10 consisting of 11.58 acres according to a survey entitled "Map for KEB Associates" prepared by L. Dennis Lee, P.A. dated October 29, 1999 and recorded in Plat Book 55, Pages 230-235 of the Johnston County Registry, which is fully incorporated herein by reference.

All interested people are encouraged to attend. To accommodate disabilities and to comply with ADA regulations, please contact the office if you need assistance. Further inquiries regarding this matter may be directed to the Town of Smithfield at (919) 934-2116 ext. 1111 or online at www.smithfield-nc.com.

*The Johnstonian
March 5, 2025*

Barbour Road Annexation

File Number:
ANX-25-01

Project Name:
Barbour Road
Annexation

Location:
1468 Barbour Rd,
Smithfield, NC 27577

Tax ID#:
17K09016J

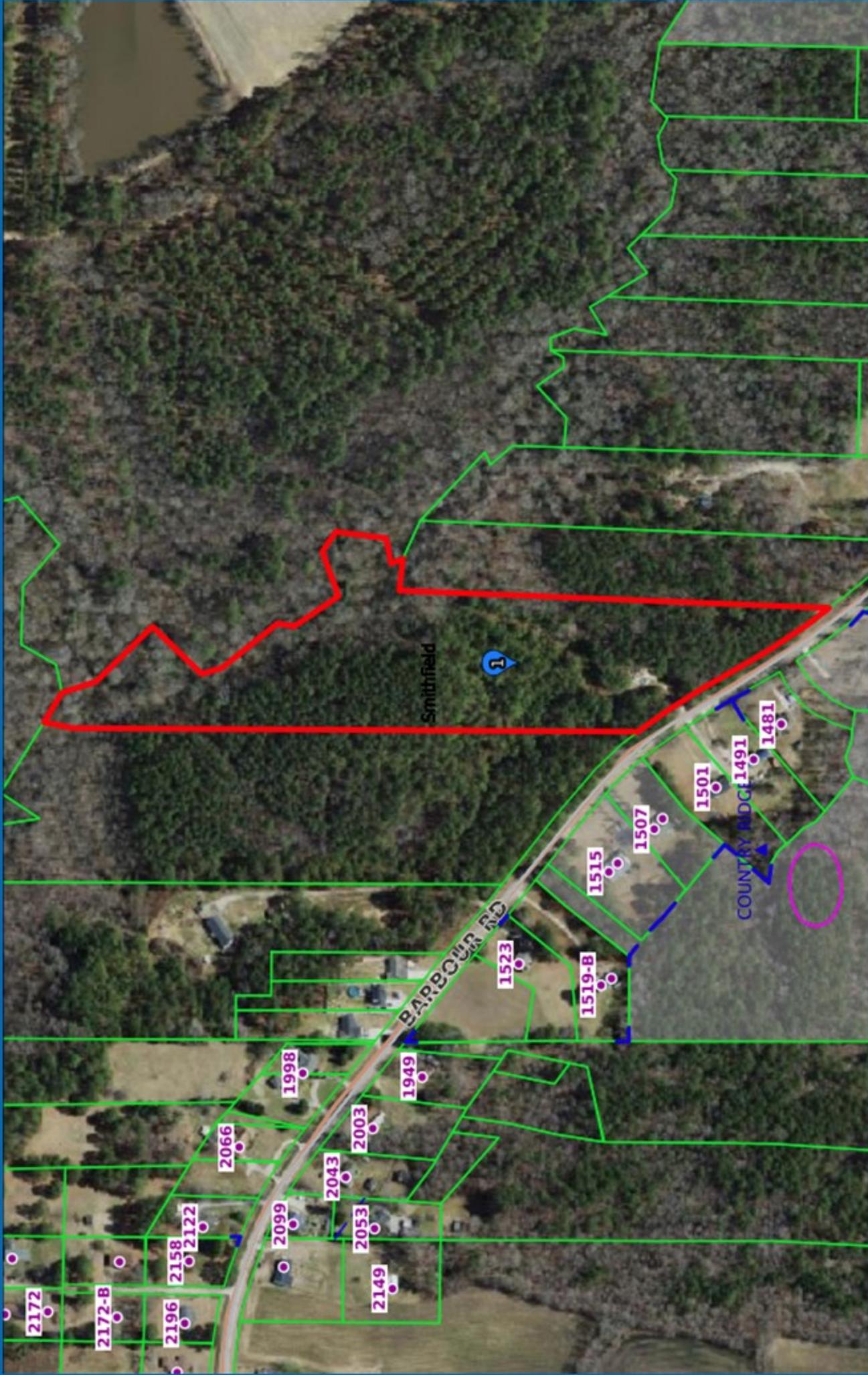
Existing Zoning:
R-20A (Residential-Ag
District)

Owner:
TOWN OF SMITHFIELD

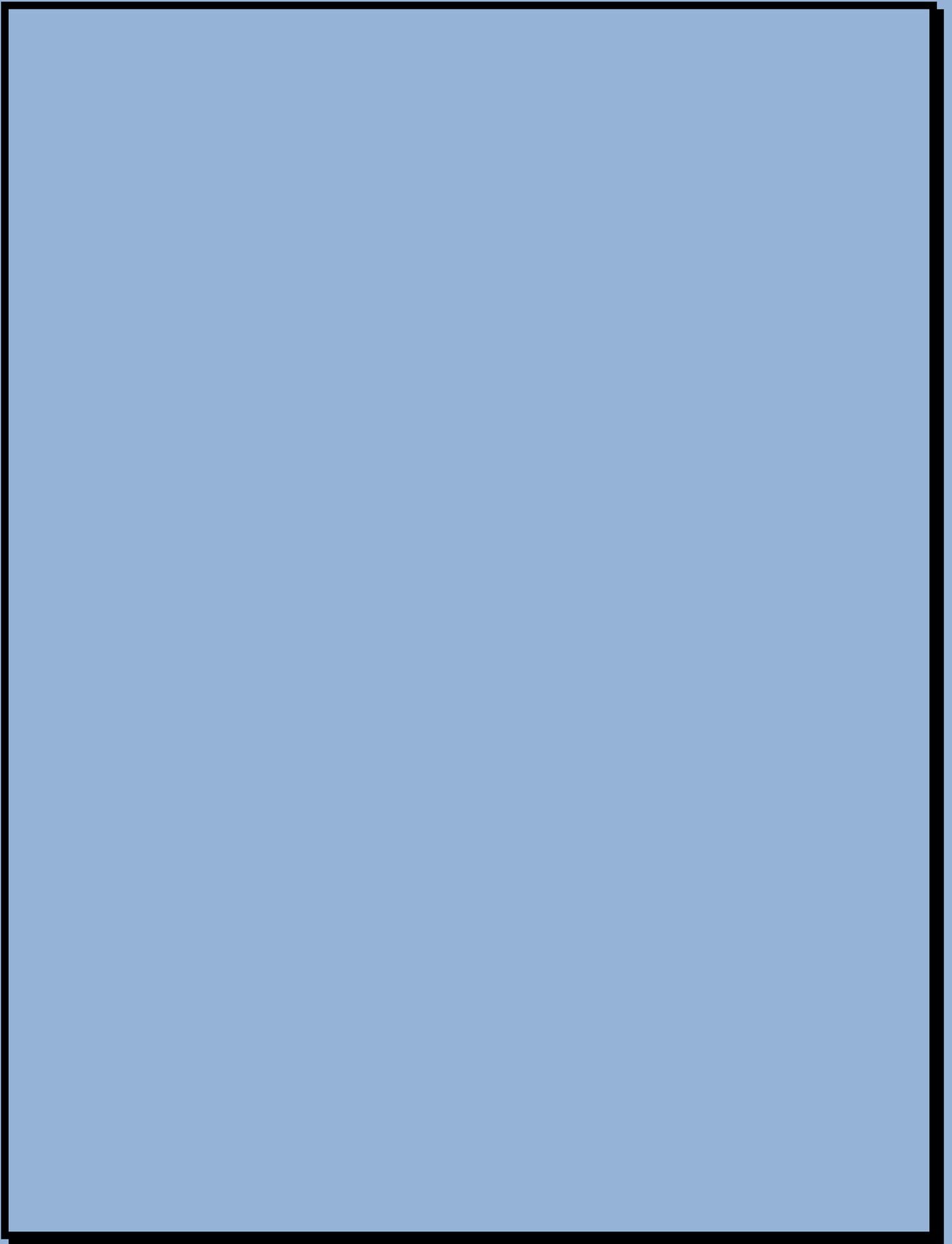


1in = 350ft

Map created by Micah Woodward
Planner I on 2/19/2025



Consent Agenda Item





Request for Town Council Action

**Consent
Agenda Item:** ANX-25-02
Date: 03/18/2025

Subject: Satellite Annexation Petition

Department: Planning & Administration

Presented by: Planner I - Micah Woodard

Presentation: Consent Agenda Item

Issue Statement

Johnston County Education Department has submitted a petition for voluntarily satellite annexation of the West Smithfield Elementary site, 27.78-acres, to the Town of Smithfield.

Financial Impact

The annexation will require the town to provide town services, i.e., school resource officers and police and fire protection.

Action Needed

The Town Council is asked adopt Resolution No. 769 (08-2025) setting the date of the public hearing.

Recommendation

Adopt Resolution No. 769 (08-2025) setting the date of the public hearing

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Certificate of Sufficiency
3. Response to Validate Sufficiency of ANX-25-02
4. Annexation Petition
5. Annexation Plat
6. Resolution No. 769 (08-2025)



Staff Report

Consent
Agenda ANX-25-02
Item:

The Town of Smithfield received a petition from Johnston County Schools for a voluntarily satellite annexation of 27.78 acres to the Town of Smithfield, located at 2665 Galilee Road, about 1,100 feet south of the intersection of Galilee Road and NC 210 Highway, and north of Galilee Branch Drive.

ANNEXATION PROCEDURE:

On March 4th, the Council passed a resolution directing the Town Clerk to investigate the sufficiency of the annexation petition. The Clerk has found the petition sufficient for annexation.

Per NCGS 160A-58.2, the second step in the annexation process is to have the Council pass a resolution setting the date of the public hearing.

160A-58.2. Public hearing. Upon receipt of a petition for annexation under this Part, the city council shall cause the city clerk to investigate the petition, and to certify the results of his investigation. If the clerk certifies that upon investigation the petition appears to be valid, the council shall fix a date for a public hearing on the annexation. Notice of the hearing shall be published once at least 10 days before the date of hearing.

At the hearing, any person residing in or owning property in the area proposed for annexation and any resident of the annexing city may appear and be heard on the questions of the sufficiency of the petition and the desirability of the annexation. If the council then finds and determines that (i) the area described in the petition meets all of the standards set out in G.S. 160A-58.1(b), (ii) the petition bears the signatures of all of the owners of real property within the area proposed for annexation (except those not required to sign by G.S. 160A-58.1(a)), (iii) the petition is otherwise valid, and (iv) the public health, safety and welfare of the inhabitants of the city and of the area proposed for annexation will be best served by the annexation, the council may adopt an ordinance annexing the area described in the petition. The ordinance may be made effective immediately or on any specified date within six months from the date of passage. (1973, c. 1173, s. 2.)

Certificate of Sufficiency

Noncontiguous Annexation: West Smithfield Elementary School (ANX-25-02)

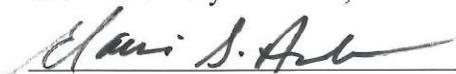
To the Town Council of the Town of Smithfield, North Carolina:

I, Elaine S. Andrews, Town Clerk, do hereby certify that I have investigated the attached petition and hereby make the following findings:

I further find that the area meets the standards for a noncontiguous area as specified in G.S. 160A-58.1 (b), in that:

1. The petition includes a metes and bounds description of the area proposed for annexation and has attached a map showing the proposed satellite area in relation to the primary corporate limits.
2. The petition includes the names and addresses of all owners or real property lying in the area described therein.
3. The petition includes the signatures of all owners of real property lying in the area described therein, except those not required to sign by G.S. 160A-58.1(a).
4. The nearest point on the proposed satellite corporate limits is no more than three (3) miles from the primary corporate limits of the Town of Smithfield;
5. No point on the proposed satellite corporate limits is closer to the primary corporate limits of any municipality other than the Town of Smithfield;
6. The satellite area is so situated that the Town of Smithfield will be able to provide the same services as are provided within its corporate limits;
7. To the extent that the proposed satellite area contains any portion of a subdivision, the entire subdivision is included;
8. The area within the proposed satellite corporate limits, when added to the area within all other satellite corporate limits of the Town of Smithfield, does not exceed ten percent (10%) of the area within the primary corporate limits of the Town of Smithfield.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Smithfield this the 10th day of March, 2025



Elaine S. Andrews, Town Clerk

Certificate of Sufficiency

Noncontiguous Annexation: West Smithfield Elementary School (ANX-25-02)

To the Town Council of the Town of Smithfield, North Carolina:

I, Elaine S. Andrews, Town Clerk, do hereby certify that I have investigated the attached petition and hereby make the following findings:

I further find that the area meets the standards for a noncontiguous area as specified in G.S. 160A-58.1 (b), in that:

1. The petition includes a metes and bounds description of the area proposed for annexation and has attached a map showing the proposed satellite area in relation to the primary corporate limits.
 - **Attached hereto are the metes and bounds and map of area.**
2. The petition includes the names and addresses of all owners or real property lying in the area described therein.
 - **Attached hereto is the petition and map from Johnston County GIS.**
3. The petition includes the signatures of all owners of real property lying in the area described therein, except those not required to sign by G.S. 160A-58.1(a).
 - **In accordance with NCGS 160A-58.1 (a):** Upon receipt of a valid petition signed by all of the owners of real property in the area described therein, a city may annex an area not contiguous to its primary corporate limits when the area meets the standards set out in subsection.
The petition includes the signatures of all owners of real property lying in the area described therein.
4. The nearest point on the proposed satellite corporate limits is no more than three (3) miles from the primary corporate limits of the Town of Smithfield;
 - **Attached is a map depicting the proposed satellite annexation is approximately 7,662.93 linear feet from the corporate limits of the Town of Smithfield.**
5. No point on the proposed satellite corporate limits is closer to the primary corporate limits of any municipality other than the Town of Smithfield;
 - **Attached is a map depicting the proposed satellite annexation site is approximately 12,961 linear feet from the corporate Town limits of Four Oaks.**

6. The satellite area is so situated that the Town of Smithfield will be able to provide the same services as are provided within its corporate limits;
 - **Attached hereto are statements from the Town's Police Chief, Fire Chief and Public Utilities Director indicating the Town will be able to provide the same services.**

7. To the extent that the proposed satellite area contains any portion of a subdivision, the entire subdivision is included;
 - **The satellite annexation will not include a subdivision; therefore, this is not applicable.**

8. The area within the proposed satellite corporate limits, when assed to the area within all other satellite corporate limits of the Town of Smithfield, does not exceed ten percent (10%) of the area within the primary corporate limits of the Town of Smithfield.
 - **Attached hereto is a map depicting the size of annexation area to Smithfield. It is not above 10% of the area within the primary corporate limits of the Town of Smithfield.**

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Smithfield this the 10th day of March, 2025



Elaine S. Andrews, Town Clerk

Legal Description of 2665 Galilee Road, Smithfield, NC 27577

BEGINNING at an iron pipe set in the southern right of way line of Black Creek Road near its intersection with North Carolina Highway 210, said stake being located North 85 degrees 19 minutes 58 seconds East 5231.40 feet from N.C.G.S. monument "Albert AZ MK 2", having coordinates: N= 194365.988 and E = 661617.612 M, said beginning point being further identified as a common corner with the lands of Oris Edwin Matthews, Jr., described in the deed of record in Book 841, page 375, Johnston County Registry, and from said beginning point the lines run thence with the right of way line of Black Creek Road and North Carolina Highway 210 North 51 degrees 10 minutes 11 seconds East 63.09 feet and North 58 degrees 47 minutes 09 seconds East 354.27 feet to an iron pipe, a new corner with the 6.00 acres parcel shown on the plat hereinafter mentioned; thence a new line South 74 degrees 19 minutes 52 seconds East 797.79 feet to an iron pipe set in the western right of way line of Galilee Road (N.C.S.R. 1341); thence with the right of way line of Galilee Road South 01 degrees 22 minutes 52 seconds West 1007.17 feet to an iron pipe, corner with the lands of Bolton W. Jones, Jr. and where the right of way intersects a ditch; thence with Jones' line, the run of the ditch, South 74 degrees 38 minutes 43 seconds West 710.34 feet to an iron pipe at the confluence of two ditches, a common corner with the lands of Oris E. Matthews, Jr., described in the deed of record in Book 1386, page 38; thence with the Matthews line and with the run of a ditch North 44 degrees 01 minute 17 seconds West 168.0 feet and North 24 degrees 30 minutes 02 seconds West 490.31 feet to an iron pipe; thence continuing with the Matthews line and with the line of the lands of Oris Edwin Matthews, Jr., described in the deed of record in Book 841, page 375, and with the run of a ditch, North 01 degree 01 minute 04 seconds East 218.23 feet and North 13 degrees 16 minutes 02 seconds West 413.14 feet to an iron pipe, the point and place of beginning and containing 27.78 acres, more or less, according to a plat and survey by Southwind Surveying and Engineering, Inc. dated May 29, 2002, styled "Survey for Johnston County Board of Education - Putnam Tract," a copy of which appears of record in Plat Book 60, page 292, Johnston County Registry, to which reference is hereby made for a more particular description.



Town of Smithfield
Planning Department
350 E. Market St. Smithfield, NC 27577
P.O. Box 761, Smithfield, NC 27577
Phone: 919-934-2116
Fax: 919-934-1134

Petition For Voluntary Annexation

VOLUNTARY ANNEXATION: Upon receipt of a valid petition signed by all of the owners of real property in the area described therein, the Town may annex an area either contiguous or not contiguous to its primary corporate limits when the area meets the standards set out under North Carolina General Statutes 160A-31 and 160A-58.1.

Annexation Review and Approval Process

Review by Staff: The Planning, Engineering and Public Works Departments review the annexation submission. Comments will be sent to the applicant.

Annexation Plat Submission: After the map and legal description are deemed sufficient by the Town, the applicant is required to submit two (2) Mylar annexation plats to the Planning Department.

Town Council Meeting: The Town Council will pass a resolution directing the Town Clerk to investigate the annexation petition. The Town Clerk will present to the Town Council a Certificate of Sufficiency indicating that the annexation petition is complete. A resolution setting the date of the public hearing is then approved.

Legal Advertisement: A legal advertisement will be published no more than 25 days and no less than 10 days prior to the date of the public hearing.

Public Hearing/Town Council Meeting: The Town Council will either adopt or deny an ordinance to extend the corporate limits of the Town of Smithfield.

Recordation: If the annexation is approved by the Town Council, the Annexation Plats shall be recorded at the appropriate county Register of Deeds.

Petition For Voluntary Annexation

Submittal Information

Petitions for annexation are accepted by the Town of Smithfield Planning Department at any time. There is no fee required for submitting an annexation petition. **The annexation will become effective immediately upon adoption of the annexation ordinance at the scheduled public hearing unless notified otherwise by the Town Clerk.**

(The Town of Smithfield reserves the right to make exceptions to this general processing schedule when necessary.)

Summary Information / Metes and Bounds Descriptions

Development Project Name: N/A

Street Address: 2665 Galillee Road, Smithfield, NC 27577

Town of Smithfield Subdivision approval # (S- n/a -), or	Building Permit Transaction # n/a ,or	Site Plan approval # for multi-family (SP- n/a -)
---	---	--

Johnston County Property Identification Number(s) list below

P.I.N. 167300-68-4006

P.I.N.

P.I.N.

P.I.N.

P.I.N.

P.I.N.

Acreage of Annexation Site: 27.780

Linear Feet of Public Streets within Annexation Boundaries:
0 w/in annexation boundaries, but 1,361.11 ft of adjacent public roads

Annexation site is requesting Town of Smithfield: Water and/or Sewer

Number of proposed dwelling units: 0

Type of Units:	Single Family _____	Townhouse _____	Condo _____	Apartment _____
-----------------------	---------------------	-----------------	-------------	-----------------

Building Square Footage of Non-Residential Space:

Specific proposed use (office, retail, warehouse, school, etc.): Continued use as West Smithfield Elementary School

Projected market value at build-out (land and improvements): \$ N/A

Person to contact if there are questions about the petition:

Name:
Dr. David Pearce, Assistant Superintendent of Johnston County Public Schools c/o Tia S. Overway, Esq.

Address:
301 Fayetteville Street, Suite 1900, Raleigh, NC 27601

Phone: 919-783-1050	Fax #: 919-783-1075	Email: toverway@poynerspruill.com
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Petition For Voluntary Annexation Submittal Checklist

Please include all of the following (check off). If any information is missing from the application package, you will be asked to complete the application and re-submit the petition, so please check the list below carefully before you submit:

<input checked="" type="checkbox"/>	Electronic Word document of the written metes and bounds must be e-mailed to: Stephen.Wensman@smithfield-nc.com or Chloe.Allen@smithfield-nc.com .	
<input checked="" type="checkbox"/>	Survey or Plat showing above written metes and bounds description of the property to be annexed must be submitted electronically in .pdf format, if possible.	
<input checked="" type="checkbox"/>	Copy of Approved Preliminary Site Plan or Final Site Plan showing Town Permit number n/a	Copy of Subdivision Plat submitted for lot recording approval with Town file number <u>n/a</u> - ____, etc.)
<input checked="" type="checkbox"/>	General Annexation Area Data: Linear feet of public streets, total annexation area acreage, number of proposed residential units or square footage of commercial space, type of utility connections involved, specific land uses proposed.	
<input checked="" type="checkbox"/>	This application form completed, <u>dated and signed</u> by the property owner(s) and attested submitted by the deadlines noted in section B of this application , page 2.	
Required, but often missing information. Please make sure to include the following:		
<input checked="" type="checkbox"/>	Correct Parcel Identification Number(s) (PIN). Call Johnston County Geographic Information Services at 919-989-5153, if there is any question about the parcel identifier. This is very important. Please indicate if the property being requested for	
<input checked="" type="checkbox"/>	Owner's Signatures and Date of Signatures. See page 3 of this application. All real property owners must sign the application, and the <u>date of signature MUST be filled in!</u>	
<input checked="" type="checkbox"/>	Corporate Seal for property owned by a corporation. n/a	
<input checked="" type="checkbox"/>	Rezoning Application , if the property is currently outside Town of Smithfield. n/a	
<input checked="" type="checkbox"/>	Existing and Proposed Zoning	

Petition For Voluntary Annexation Plat Checklist

Please include all of the following (check off). If any information is missing from the annexation plat, you will be asked to revise the map and re-submit for an additional review, so please check the list below carefully before you submit:

	Fully dimensioned by metes and bounds, and the location of intersecting boundary lines of the existing town limits, labeled and distinctly marked. Include full right-of-way if the area on both sides is or will be in the corporate limits.
	Any utility easements with metes and bounds.
	Accurate locations and descriptions of all monuments, markers and control points.
	Ultimate right-of-way widths on all streets.
	Entitle "ANNEXATION MAP FOR THE TOWN OF SMITHFIELD" OR "SATELLITE ANNEXATION MAP FOR THE TOWN OF SMITHFIELD," as appropriate.
	Name of property owner(s).
	Name, seal, and registration of Professionally Licensed Surveyor (PLS).
	Date of the survey and map preparation; a north arrow indicating whether the index is true magnetic North Carolina grid (NAD 83 of NAD 27) or deed; graphic scale; and declination.
	Names of the township, county, and state.
	A detailed vicinity map.
	Include address of property if assigned.
	Show all contiguous or non-contiguous town limits.
	The following certification must be placed on the map near a border to allow the map to be sealed: Annexation #
	Leave 2 inch by 2 inch space for the county Register of Deeds stamp on the plat. All final plats must be stamped and signed before they can be accepted by the Town.

Petition For Voluntary Annexation

State of North Carolina, County of Johnston, Petition of Annexation of Property to the Town of Smithfield, North Carolina

Part 1 The undersigned, being all the owners of the real property described in this application respectfully request the annexation of said property to the Town of Smithfield, North Carolina. **The petitioners understand and agree that all streets and utilities within the annexed area will be constructed and installed by the developer according to the Unified Development Ordinance and any utilities that must be extended to the annexed area are the responsibility of the developers or successive property owners.** The property to be annexed is:

<input type="checkbox"/>	Contiguous to the present corporate limits of the Town Of Smithfield, North Carolina, or
<input checked="" type="checkbox"/>	Not Contiguous to the municipal limits of the Town of Smithfield, North Carolina, not closer to the limits of any other municipality and is located within three miles of the municipal limits of the Town of Smithfield, North Carolina (pursuant to Chapter 989 of the Sessions Law of North Carolina, 1967).

Part 2 NC General Statutes require petitioners of both contiguous and satellite annexations to file a signed statement declaring whether vested rights have been established in accordance with G.S.160A-385.1 or 153A-344.1 for properties subject to the petition.

Do you declare such vested rights for the property subject to this petition? Yes No

If yes, please submit proof that vested rights have been granted by governing board. I hereby declare that my failure to disclose existence of a vested right terminates any vested right previously acquired for this property.

Print owner name(s) and information

Name Johnston County Board of Education Phone 919-934-6031
 Address 2320 Highway 70 East, Smithfield, NC 27511

Print owner name(s) and information

Name _____ Phone _____
 Address _____

Print owner name(s) and information

Name _____ Phone _____
 Address _____

Received by the Town of Smithfield, North Carolina, this _____ day of _____, 20_____, at a Council meeting duly held.

In witness whereof, Lyn Andrews an owner or partnership, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this 27th day of Feb, 20 25.

Name of Owner or Partnership: Lyn Andrews, Board Chair
(Printed Name)

Signature of Owner or Partnership: *Lyn Andrews*
(Signature)

In witness whereof, _____ an owner or partnership, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this _____ day of _____, 20 _____.

Name of Owner or Partnership: _____
(Printed Name)

Signature of Owner or Partnership: _____
(Signature)

In witness whereof, _____ a partnership, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this _____ day of _____, 20 _____.

Name of Owner or Partnership: _____
(Printed Name)

Signature of Owner or Partnership: _____
(Signature)

STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

I, Cynthia T. Dance, a Notary Public in and for said County and State, do hereby certify that Lyn Andrews (Owner/Applicant) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

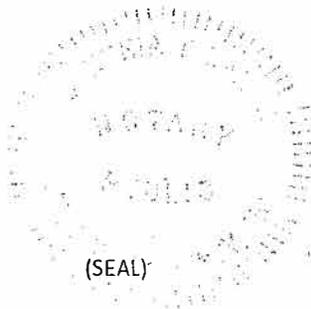
Witness my hand and notarial seal, this the 27 day of February, 20 25.

Notary: Cynthia T. Dance
(Printed Name)

Cynthia T. Dance
(Signature)

County of Commission: Johnston

Commission Expires: July 1, 2027



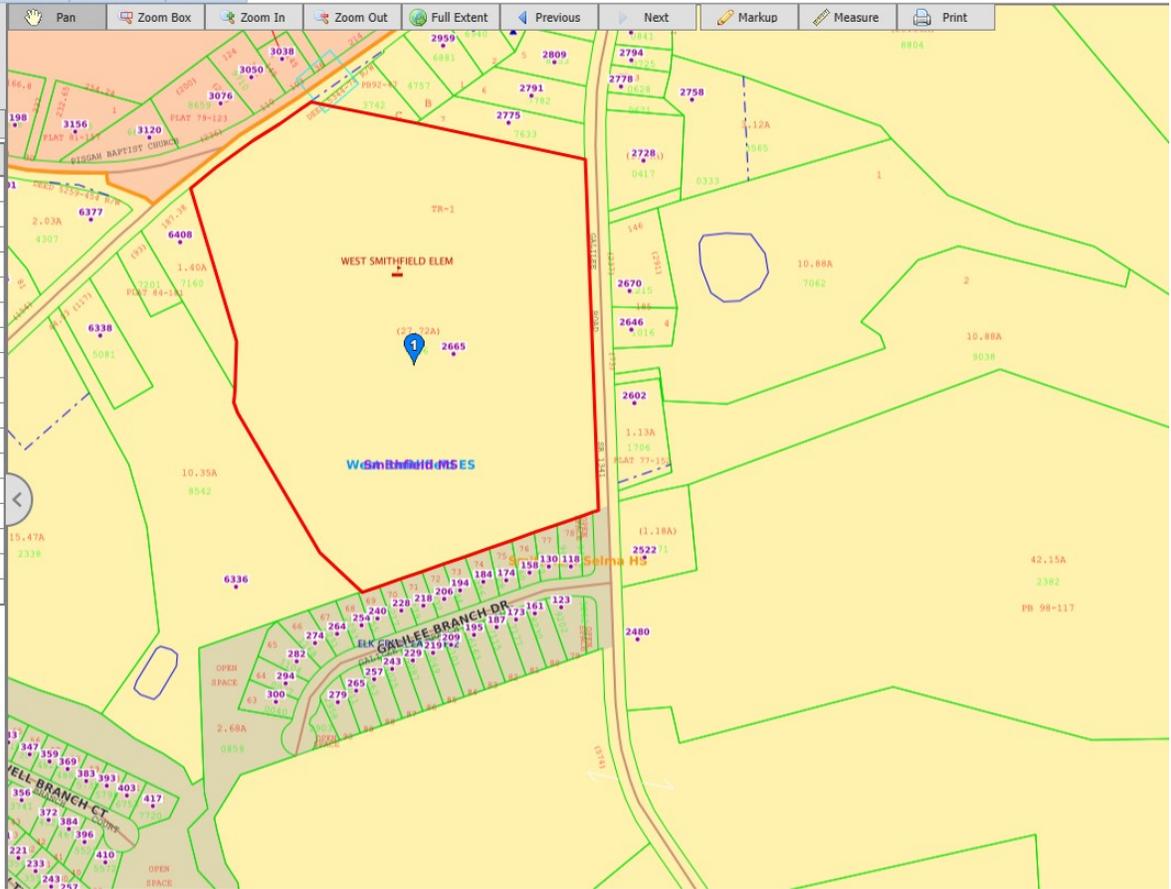
Locate: NC Pin

NC Pin: 167300-68-4006

Submit

Results for item #1

Tag	15109034G
NCPin	167300-68-4006
Mapsheet No	1673
Owner Name 1	JOHNSTON COUNTY BOARD OF ED
Owner Name 2	
Mail Address 1	
Mail Address 2	PO BOX 1336
Mail Address 3	SMITHFIELD, NC 27577-0000
Site Address 1	2665 GALILEE RD
Site Address 2	SMITHFIELD, NC 27577-
Book	02267
Page	0643
Market Value	17054900
Assessed Acreage	27.780
Calc. Acreage	27.714
Sales Price	450000
Sale Date	2002-08-01



Response to Question 2

BOOK 2267 PAGE 643

State of North Carolina, Johnston Co.
Filed for Registration at 2:40 P.M.
August 18 2002 in the
Register of Deeds Office
located in Book 2267 Page 643
Carol M. Massengill
Register of Deeds

By [Signature]
Dep. Reg.

Excise Tax: \$900.00
Parcel Identification Number:

JOHNSTON COUNTY NC 08/01/2002
33
\$900.00

Recording Time, Book and Page

Mail after recording to:
Narron, O'Hale and Whittington, PA
P.O. Box 1567
Smithfield, North Carolina 27577



Real Estate
Excise Tax

THIS INSTRUMENT WAS PREPARED BY: JAMES W. NARRON [NO TITLE EXAMINATION]

BRIEF DESCRIPTION FOR THE INDEX: Galilee Road & Hwy 210, Smithfield, North Carolina

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED MADE THIS THE 1st DAY OF August, 2002, BY AND BETWEEN THE FOLLOWING:

GRANTOR: JOHN DOUGLAS PUTNAM AND WIFE, JOYCE COLLINS PUTNAM

GRANTEE: JOHNSTON COUNTY BOARD OF EDUCATION
P.O. BOX 1336
SMITHFIELD, NORTH CAROLINA 27577

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, in those certain lots or parcels of land situated in the City of Smithfield Township, Johnston County, North Carolina and more particularly described as follows:

BEGINNING at an iron pipe set in the southern right of way line of Black Creek Road near its intersection with North Carolina Highway 210, said stake being located North 85 degrees 19 minutes 58 seconds East 5231.40 feet from N.C. G. S. monument "Albert AZ MK 2", having coordinates: N= 194365.988 M and E = 661617.612 M, said beginning point being further identified as a common corner with the lands of Oris Edwin Matthews, Jr., described in the deed of record in Book 841, page 375, Johnston County Registry, and from said beginning point the lines runs thence with the right of way line of Black Creek Road and North Carolina Highway 210 North 51 degrees 10 minutes 11 seconds East 63.09 feet and North 58 degrees 47 minutes 09 seconds East 354.27 feet to an iron pipe, a new corner with the 6.00 acres parcel shown on the plat hereinafter mentioned; thence a new line South 74 degrees 19 minutes 52 seconds East 797.79 feet to an iron pipe set in the western right of way line of Galilee Road (N.C.S.R. 1341); thence with the right of way line of Galilee Road South 01 degrees 22 minutes 52 seconds West 1007.17 feet to an iron pipe, corner with the lands of Bolton W. Jones, Jr. and where the right of way intersects a ditch; thence with Jones' line, the run of the ditch, South 74 degrees 38 minutes 43 seconds West 710.34 feet to an iron pipe at the confluence of two ditches, a common corner with the lands of Oris E. Matthews, Jr., described in the deed of record in Book 1386, page 38; thence with the Matthews line and with the run of a ditch North 44 degrees 01 minute 17 seconds West 168.0 feet and North 24 degrees 30 minutes 02 seconds West 490.31 feet to an iron pipe; thence continuing with the Matthews line and with the line of the lands of Oris Edwin Matthews, Jr., described in the deed of record in Book 841, page 375, and with the run of a ditch, North 01 degree 01 minute 04 seconds East 218.23 feet and North 13 degrees 16 minutes 02 seconds West 413.14 feet to an iron pipe, the point and place of beginning and containing 27.78 acres, more or less, according to a plat and survey by Southwind Surveying and Engineering, Inc. dated May 29, 2002, styled "Survey for Johnston County Board of Education - Putnam Tract," a copy of which appears of record in Plat Book 60, page 292, Johnston County Registry, to which reference is hereby made for a more particular description.

THIS DEED DOES NOT CONVEY CROP ALLOTMENTS OF ANY KIND, IN PARTICULAR, TOBACCO ALLOTMENTS.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 683, page 40, Johnston County Registry

A map showing the above described property is recorded in Plat Book 60, page 292.

TO HAVE AND TO HOLD in the aforesaid lots or parcels of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

Subject to any and all easements, rights of way, and restrictions of record.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

(Corporate Name)

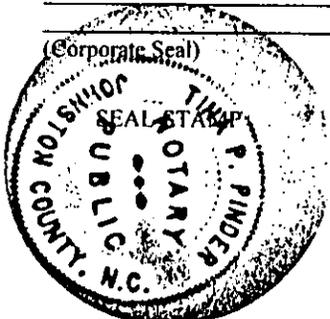
By: _____
President

ATTEST: _____ (SEAL)

_____ (SEAL)
Secretary

John Douglas Putnam (SEAL)
JOHN DOUGLAS PUTNAM

Joyce Collins Putnam (SEAL)
JOYCE COLLINS PUTNAM



SEAL-STAMP

NORTH CAROLINA, Johnston County
I, a Notary Public of the County and State aforesaid, certify that JOHN DOUGLAS PUTNAM AND WIFE, JOYCE COLLINS PUTNAM, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 18th day of August, 2002.

My commission expires: 5-17-06 Tina P. Pinder Notary Public

NORTH CAROLINA, _____ County _____
I, _____, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that _____ he is _____ Secretary of _____ a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal and attested by _____ as its _____ Secretary. Witness my hand and official stamp or seal, this _____ day of _____, 200__.

My commission expires: _____ Notary Public

The foregoing certificate(s) of Tina P. Pinder NP

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Carl A. Harsensill REGISTER OF DEEDS FOR Johnston COUNTY
By *John M. Pender* Deputy/Assistant-Register of Deeds

Response to Question 3

January 16, 2025

BY EMAIL

Michael Scott
Smithfield Town Manager
P.O. Box 761
Smithfield, NC 27577
michael.scott@smithfield-nc.com

Chief Pete Hedrick
Smithfield Police Department
110 S 5th Street
Smithfield, NC 27577
prhedrick@smithfieldpd.org

RE: Annexation of West Smithfield Elementary
2665 Galilee Road, Smithfield, NC 27577

Dear Mr. Scott and Chief Hedrick:

The Johnston County Board of Education (the "Board") requests that the Town of Smithfield annex the property located at 2665 Galilee Road, Smithfield, North Carolina 27577, PIN: 167300-68-4006. The Board voted to authorize this annexation on Tuesday, January 14, 2025.

As you know, the purpose of this annexation is to enable the Smithfield Police Department to supply a School Resource Officer at West Smithfield Elementary School. The Board appreciates the Town's willingness to provide this service, and welcomes the addition of West Smithfield Elementary School to the Town's corporate limits.

Please feel free to contact me if you have questions or need anything further.

Sincerely,

Lyn Andrews 

Board Chair, Johnston County Board of Education

cc: David Pearce, Assistant Superintendent, Johnston County Public Schools

Response to Question 4

Google Chrome isn't your default browser [Set as default](#)

MapClick
JOHNSTON COUNTY, NORTH CAROLINA
Dataset: public

MapInfo NC Pin Locate Query Select Analysis Reports Zoom Box Reset

Home Disclaimer Contact Help

Print Measure Markup Next Previous Full Extent Zoom Out Zoom In

8490.5 ft

Wilson's Mills ES
Swift Creek MS
Smithfield MS
South Smithfield ES
West Smithfield ES
Four Oaks MS
Four Oaks Middle
Four Oaks Elementary
West Smithfield Elem
South Smithfield Elem
Jobo Pub Sch's Voc Ed
Boards Education
Selma Middle Sch
Selma Elementary
Nelson Charter School
Smithfield High School

Measure

type: distance

Hide the Measure Diagram visible on Map

Next Segment length = 727.56 ft
Total length = 8490.48 ft

No.	Segment Length	Units
1	7762.93	ft
Total:	7762.93	ft

Response to Question 5

Google Chrome isn't your default browser [Set as default](#)

MapClick Johnston County, North Carolina
 Login Home Disclaimer Contact Help
 Dataset: public

MapInfo NC, Pin Locate Query Select Analysis Reports Zoom Box Reset
 Pan Zoom In Zoom Out Full Extent Previous Next Markup Measure Print

Measure

type: distance

Hide the Measure Diagram visible on Map

Next Segment length = 0.00 ft

Total length = 12961.15 ft

No.	Segment Length	Units
1	12961.15	ft
Total:	12961.15	ft

Map labels include: SELWA MIDDLE SCHOOL, SELWA ELEMENTARY, HOUSE OF MARTIN SCHOOL, South-Southfield ES, JOCO PUB SCHLS OPERA JONG, Smithfield MS, JOCO PUB SCHLS AC OF N, JOHNS EDUCATION, SOUTH-SOUTHFIELD ELEM, West-Southfield ES, WEST-SOUTHFIELD ELEM, 12961.1 ft, CLEVELAND HIGH, Swift Creek MS, FOUR OAKS ELEMENTARY, FOUR OAKS MIDDLE, Four Oaks MS, South Johnston HS.

Elaine Andrews

From: PRHedrick
Sent: Friday, March 7, 2025 1:09 PM
To: Elaine Andrews
Subject: RE: Sufficiency - Non-contiguous Annexation of West Smithfield Elementary School Site - Located at 2665 Galilee Road, Smithfield, NC

Follow Up Flag: Follow up
Flag Status: Flagged

The Police Department will be able to provide services to the area.

From: Elaine Andrews <elaine.andrews@smithfield-nc.com>
Sent: Wednesday, March 5, 2025 11:59 AM
To: Jeremy Daughtry <jeremy.daughtry@smithfield-nc.com>; PRHedrick <prhedrick@smithfieldpd.org>; JFGrady <jfgrady@smithfieldpd.org>; Lawrence Davis <lawrence.davis@smithfield-nc.com>; Michael Sliger <michael.sliger@smithfield-nc.com>; Ted Credle <ted.credle@smithfield-nc.com>
Cc: Michael Scott <michael.scott@smithfield-nc.com>; Shannan Parrish <shannan.parrish@smithfield-nc.com>
Subject: Sufficiency - Non-contiguous Annexation of West Smithfield Elementary School Site - Located at 2665 Galilee Road, Smithfield, NC
Importance: High

Good morning all:

As directed by the Smithfield Town Council, in order for me to certify the sufficiency of the non-contiguous annexation petition filed for the West Smithfield Elementary School site, I need a response from you for the following question:

6. *The satellite area is so situated that the Town of Smithfield will be able to provide the same services as are provided within its primary corporate limits;*

Please submit to me an email response stating whether or not your department can provide the same services as we do in the Town limits (if applicable). If you cannot provide the same services, please indicate way. Your response is necessary, as this certification will need to be presented to the Town Council at the March 18th Town Council meeting. Please let me know if there are any additional questions or concerns.

Respectfully,

Elaine Andrews

Town Clerk, IIMC
Town of Smithfield, NC
Ph. 919-934-2116 ext 1109



Elaine Andrews

From: Jeremey Daughtry
Sent: Wednesday, March 5, 2025 1:44 PM
To: Elaine Andrews; PRHedrick; JFGrady; Lawrence Davis; Michael Sliger; Ted Credle
Cc: Michael Scott; Shannan Parrish
Subject: RE: Sufficiency - Non-contiguous Annexation of West Smithfield Elementary School Site - Located at 2665 Galilee Road, Smithfield, NC

Follow Up Flag: Follow up
Flag Status: Flagged

West Smithfield Elementary School is already within the Smithfield Fire District. These services are already being provided.

JEREMEY B. DAUGHTRY
FIRE CHIEF
SMITHFIELD FIRE DEPARTMENT
919-934-2468
JEREMEY.DAUGHTRY@SMITHFIELD-NC.COM



From: Elaine Andrews <elaine.andrews@smithfield-nc.com>
Sent: Wednesday, March 5, 2025 11:59 AM
To: Jeremey Daughtry <jeremey.daughtry@smithfield-nc.com>; PRHedrick <prhedrick@smithfieldpd.org>; JFGrady <jfgrady@smithfieldpd.org>; Lawrence Davis <lawrence.davis@smithfield-nc.com>; Michael Sliger <michael.sliger@smithfield-nc.com>; Ted Credle <ted.credle@smithfield-nc.com>
Cc: Michael Scott <michael.scott@smithfield-nc.com>; Shannan Parrish <shannan.parrish@smithfield-nc.com>
Subject: Sufficiency - Non-contiguous Annexation of West Smithfield Elementary School Site - Located at 2665 Galilee Road, Smithfield, NC
Importance: High

Good morning all:

As directed by the Smithfield Town Council, in order for me to certify the sufficiency of the non-contiguous annexation petition filed for the West Smithfield Elementary School site, I need a response from you for the following question:

Elaine Andrews

From: Ted Credle
Sent: Wednesday, March 5, 2025 1:34 PM
To: Elaine Andrews
Subject: RE: Sufficiency - Non-contiguous Annexation of West Smithfield Elementary School Site - Located at 2665 Galilee Road, Smithfield, NC

Follow Up Flag: Follow up
Flag Status: Flagged

The school is currently served by Johnston County Utilities for water & sewer; and Duke Energy provides electric power. If annexed, none of that will change.

Thanks

Ted Credle, P.E.
Director of Public Utilities
Town of Smithfield
230 Hospital Road
Smithfield, NC 27577
919-934-2116 x-1162

From: Elaine Andrews <elaine.andrews@smithfield-nc.com>
Sent: Wednesday, March 5, 2025 11:59 AM
To: Jeremy Daughtry <jeremy.daughtry@smithfield-nc.com>; PRHedrick <prhedrick@smithfieldpd.org>; JFGrady <jfgrady@smithfieldpd.org>; Lawrence Davis <lawrence.davis@smithfield-nc.com>; Michael Sliger <michael.sliger@smithfield-nc.com>; Ted Credle <ted.credle@smithfield-nc.com>
Cc: Michael Scott <michael.scott@smithfield-nc.com>; Shannan Parrish <shannan.parrish@smithfield-nc.com>
Subject: Sufficiency - Non-contiguous Annexation of West Smithfield Elementary School Site - Located at 2665 Galilee Road, Smithfield, NC
Importance: High

Good morning all:

As directed by the Smithfield Town Council, in order for me to certify the sufficiency of the non-contiguous annexation petition filed for the West Smithfield Elementary School site, I need a response from you for the following question:

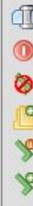
6. The satellite area is so situated that the Town of Smithfield will be able to provide the same services as are provided within its primary corporate limits;

Please submit to me an email response stating whether or not your department can provide the same services as we do in the Town limits (if applicable). If you cannot provide the same services, please indicate way. Your response is necessary, as this certification will need to be presented to the Town Council at the March 18th Town Council meeting. Please let me know if there are any additional questions or concerns.

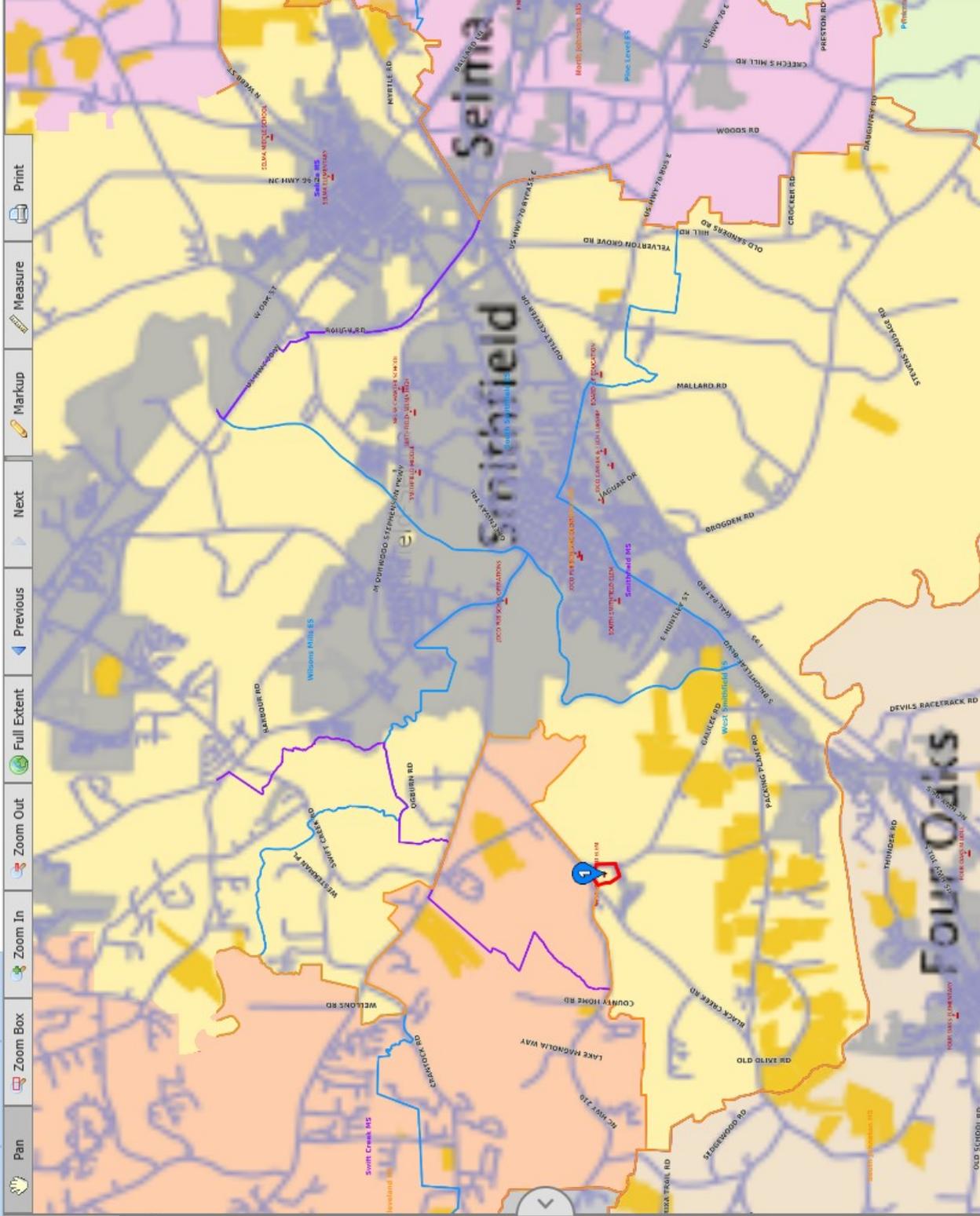
Respectfully,

MapInfo Locate Query Select Reports Zoom Box Reset

Locate: NC Pin



<input type="checkbox"/>	Results for item #1
Tag	15109034G
NCPin	167300-68-4006
Mapsheet No	1673
Owner Name 1	JOHNSTON COUNTY BOARD OF ED
Owner Name 2	
Mail Address 1	
Mail Address 2	PO BOX 1336
Mail Address 3	SMITHFIELD, NC 27577-0000
Site Address 1	2665 GALILEE RD
Site Address 2	SMITHFIELD, NC 27577-
Book	02267
Page	0643
Market	17054900
Assessed Acreage	27.780
Calc. Acreage	27.714
Sales Price	450000
Sale Date	2002-08-01



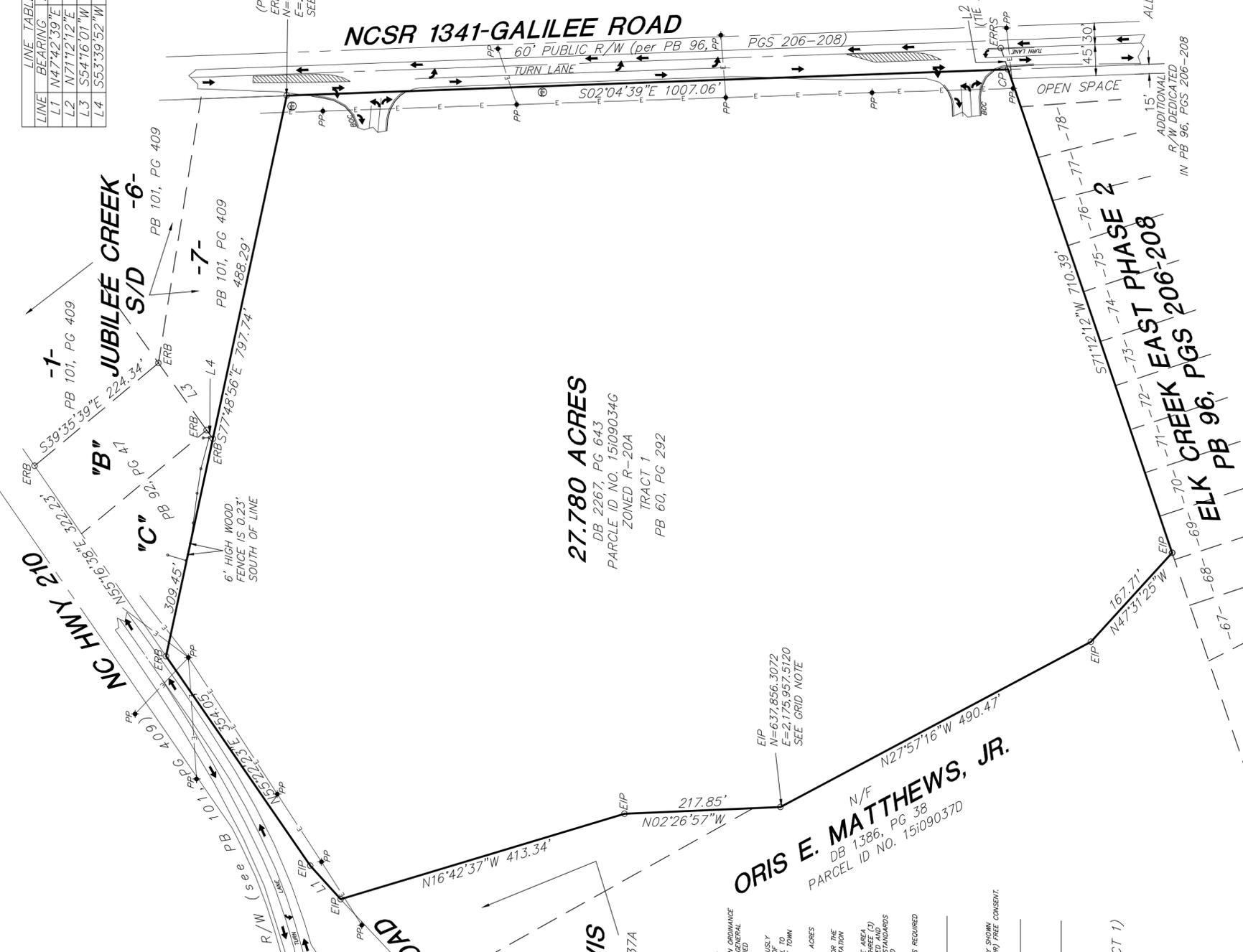
Response to Question 8 - The proposed area does not exceed 10% of the area within the primary corporate limits of Smithfield.

SURVEYOR'S DISCLAIMER:
 THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND SURVEYED; HOWEVER, A NORTH CAROLINA LICENSED ATTORNEY SHOULD BE CONSULTED CONCERNING CORRECT OWNERSHIP, WIDTH, AND LOCATIONS OF ANY EASEMENTS, RIGHTS OF WAY, CEMETERIES OR FAMILY BURIAL GROUNDS NOT SHOWN ON RECORDED MAPS OR DEEDS MADE AVAILABLE TO THIS SURVEYOR BY THE RECENT OWNER(S) AT THE TIME OF THIS SURVEY AND OTHER QUESTIONS THAT MAY BE REVEALED BY THE TITLE EXAMINATION INCLUDING ANY RESTRICTIVE COVENANTS. ALSO THIS SURVEYOR IS NOT RESPONSIBLE FOR THE BOUNDARY LINES, RESPONSIBILITIES OF ANY FENCES, OR WHETHER THE BOUNDARY LINES OR ANY CONDITIONS WHICH MAY PRESENTLY EXIST BUT ARE UNKNOWN, SUCH AS CEMETERIES, FAMILY BURIAL GROUNDS, TOXIC OR HAZARDOUS WASTE MATERIALS/SITES, WETLANDS, FLOOD HAZARD AREAS/SOILS, OR ANY UNDERGROUND UTILITIES, EXISTING OR PROPOSED EASEMENTS OR RIGHT-OF-WAYS, ETC. NOT SHOWN HEREON. ANY UTILITIES OR FEATURES AND ANY EASEMENTS RIGHT-OF-WAYS OR BUFFERS ASSOCIATED WITH SAID UTILITIES OR FEATURES SHOWN HEREON ARE SHOWN ACCORDING ONLY TO WHAT WAS KNOWN OR VISIBLY OBSERVED BY THE SURVEYOR AT THE TIME OF THIS SURVEY. THIS MAP MAY BE SUBJECT TO ADDITIONAL SURVEYS OR REVISIONS WHICH MAY BE MADE BY THE SURVEYOR AT THIS TIME THAT A COMPLETE TITLE EXAMINATION MAY REVEAL. THIS SURVEYOR IS NOT AN ATTORNEY AT LAW AND IT IS ADVISED THAT THE OWNER OF THIS PROPERTY CONSULT WITH A LICENSED ATTORNEY AT LAW TO PERFORM A COMPLETE TITLE EXAMINATION TO CONFIRM ALL KNOWN ENCUMBRANCES AND REVEAL ANY POTENTIAL ENCUMBRANCES OR TITLE ISSUES ASSOCIATED WITH THIS PROPERTY OR ANYTHING ELSE THAT MAY BE IN THE RESTRICTIVE COVENANTS. ALSO AS USED IN THE SURVEYOR'S CERTIFICATION HEREON, THE WORD "CERTIFY" MEANS TO DECLARE PROFESSIONAL OPINION OF CONDITIONS OF THE LAND SURVEYED AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE. EITHER EXPRESS OR IMPLIED. THE MAP OR PLAT SHOWN HEREON SHALL NOT BE USED WITH AN AFFIDAVIT OR LETTER OF ANY KIND FOR REUSE INCLUDING, BUT NOT LIMITED TO FUTURE LOAN CLOSINGS, PLOT PLANS, CONSTRUCTION, LANDSCAPING, PERMITTING, ETC. IT IS A VIOLATION OF THE FEDERAL COPYRIGHT ACT TO COPY OR MODIFY AND REUSE THIS SURVEY BEYOND THE DATE AND SCOPE NOTED ON THE MAP. JIMMY BARBOUR, PROFESSIONAL LAND SURVEYOR, IS NOT BE RESPONSIBLE FOR THE SURVEYING, MAPPING, OR OTHER ACTIVITIES OR PERSONS FOR ANY PURPOSE BEYOND THE DATE AND SCOPE AS NOTED ON THIS MAP OR PLAT.

REVIEW OFFICER'S CERTIFICATE
 STATE OF NORTH CAROLINA, COUNTY OF _____
 I, _____ REVIEW OFFICER OF _____ COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
 DATE _____
 REVIEW OFFICER _____
 I, JIMMY C. BARBOUR, PROFESSIONAL LAND SURVEYOR NO. L-2855, CERTIFY THAT THIS PLAT IS OF A SURVEY OR ANOTHER CATEGORY SUCH AS OTHER EXEMPTION OR EXCEPT TO THE DEFINITION OF SUBDIVISION IN ACCORDANCE WITH G.S. 47-30.2 (F)(11).
 JIMMY C. BARBOUR, PROFESSIONAL LAND SURVEYOR LICENSE NO. L-2855

PLAT WAS DRAWN UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK _____, PAGE _____ INDICATED AS DRAWN FROM INFORMATION FOUND IN _____ ETC.); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY SHOWN AS DRAWN FROM INFORMATION FOUND IN _____, PAGE _____ PRECISION AS CALCULATED IS 1:10,000+; THAT THE PERFORMED TO THE GEOSPATIAL ACCURACY (GPS) OBSERVATIONS WERE AT 1 CM NETWORK; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.
 I, JIMMY C. BARBOUR, PLS. DO HEREBY CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK _____, PAGE _____ INDICATED AS DRAWN FROM INFORMATION FOUND IN _____ ETC.); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY SHOWN AS DRAWN FROM INFORMATION FOUND IN _____, PAGE _____ PRECISION AS CALCULATED IS 1:10,000+; THAT THE PERFORMED TO THE GEOSPATIAL ACCURACY (GPS) OBSERVATIONS WERE AT 1 CM NETWORK; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.
 I HEREBY CERTIFY THAT I AM THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND I ADOPT THIS PLAT WITH MY (OUR) FREE CONSENT.
 DATE _____
 OWNER _____
 SIGNATURE _____
 REFERENCES:
 DEED BOOK 2267, PAGE 643
 PLAT BOOK 60, PAGE 292 (TRACT 1)
 PARCEL ID NO. 15109034G
 PROPERTY ZONED R-20A
 PROPERTY ADDRESS:
 2665 GALILEE ROAD
 SMITHFIELD, NC 27577

GRID NOTE
 NAD 1983 (2011)
 NCGS VRS
 GEOD 12 A
 COMBINED FACTOR=0.99987593



TOWN OF SMITHFIELD
RESOLUTION No. 769 (08-2025)
FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION
PURSUANT TO G.S. 160A-58.2

WHEREAS, a petition requesting annexation of the area described herein has been received;
and

WHEREAS, the Town Council has by Resolution No. 768 (07-2025) directed the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the Town Clerk as to the sufficiency of the petition has been made;

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SMITHFIELD THAT:

Section 1: A public hearing on the question of annexation of the area described herein will be held in the Council Chambers of the Town Hall located at 350 East Market Street, Smithfield North Carolina at 7:00 pm on April 15, 2025.

Section 2: The area proposed for annexation is described as follows:

Legal Description of 2665 Galilee Road, Smithfield, NC 27577

BEGINNING at an iron pipe set in the southern right of way line of Black Creek Road near its intersection with North Carolina Highway 210, said stake being located North 85 degrees 19 minutes 58 seconds East 5231.40 feet from N.C.G.S. monument "Albert AZ MK 2", having coordinates: N= 194365.988 Mand E = 661617.612 M, said beginning point being further identified as a common corner with the lands of Oris Edwin Matthews, Jr., described in the deed of record in Book 841, page 375, Johnston County Registry, and from said beginning point the lines runs thence with the right of way line of Black Creek Road and North Carolina Highway 210 North 51 degrees 10 minutes 11 seconds East 63.09 feet and North 58 degrees 47 minutes 09 seconds East 354.27 feet to an iron pipe, a new corner with the 6.00 acres parcel shown on the plat hereinafter mentioned; thence a new line South 74 degrees 19 minutes 52 seconds East 797.79 feet to an iron pipe set in the western right of way line of Galilee Road (N.C.S.R. 1341); thence with the right of way line of Galilee Road South 01 degrees 22 minutes 52 seconds West 1007.17 feet to an iron pipe, corner with the lands of Bolton W. Jones, Jr. and where the right of way intersects a ditch; thence with Jones' line, the run of the ditch, South 74 degrees 38 minutes 43 seconds West 710.34 feet to an iron pipe at the confluence of two ditches, a common corner with the lands of Oris E. Matthews, Jr.,

described in the deed of record in Book 1386, page 38; thence with the Matthews line and with the run of a ditch North 44 degrees 01 minute 17 seconds West 168.0 feet and North 24 degrees 30 minutes 02 seconds West 490.31 feet to an iron pipe; thence continuing with the Matthews line and with the line of the lands of Oris Edwin Mallhews, Jr., described in the deed of record in Book 841, page 375, and with the run of a ditch, North 01 degree 01 minute 04 seconds East 218.23 feet and North 13 degrees 16 minutes 02 seconds West 413.14 feet to an iron pipe, the point and place of beginning and containing 27.78 acres, more or less, according to a plat and survey by Southwind Surveying and Engineering, Inc. dated May 29, 2002, styled "Survey for Johnston County Board of Education - Putnam Tract," a copy of which appears of record in Plat Book 60, page 292, Johnston County Registry, to which reference is hereby made for a more particular description.

Section 3: Notice of the public hearing shall be published once in the Johnstonian News, a newspaper having general circulation in the Town of Smithfield, at least ten (10) days prior to the date of the public hearing.

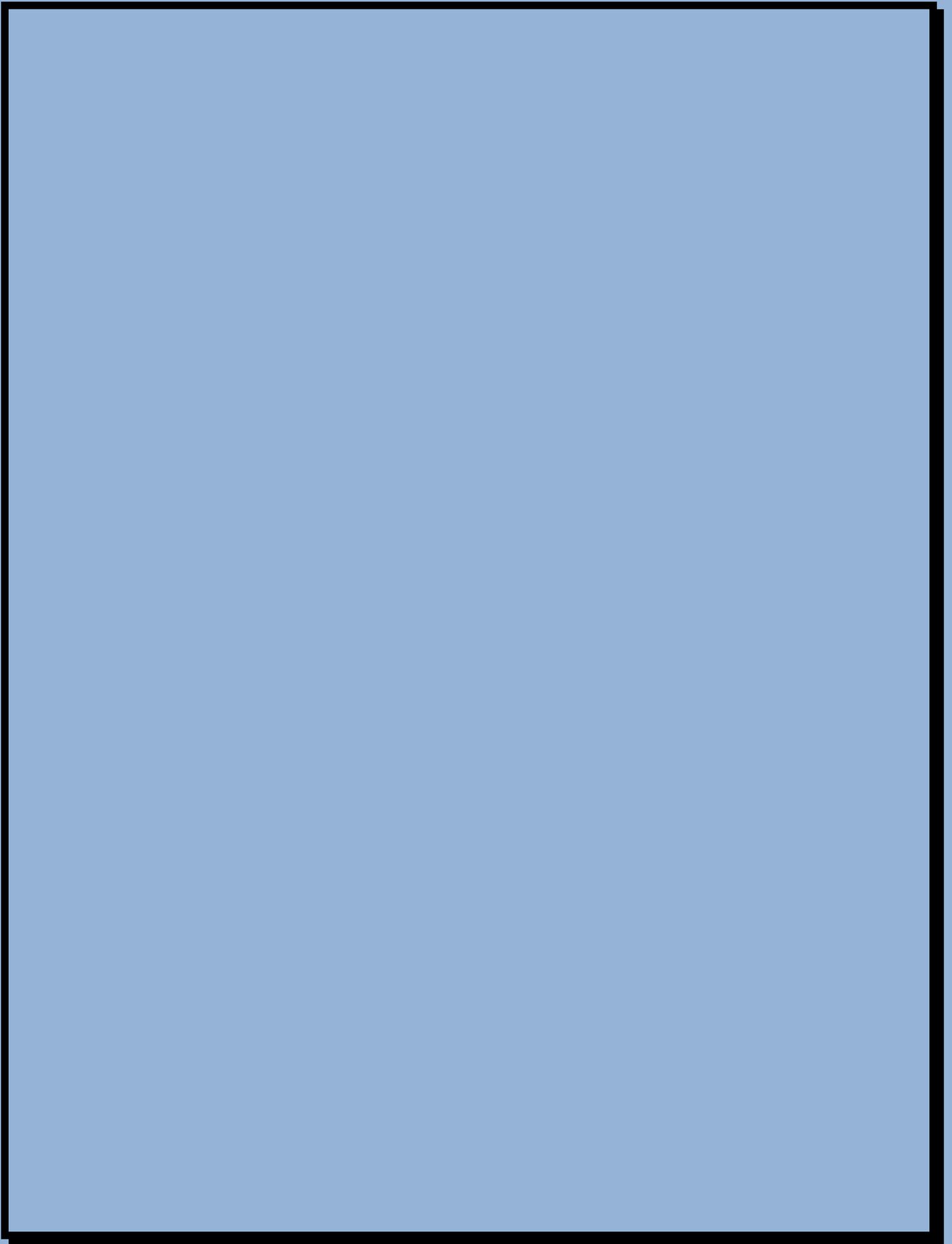
Adopted this the 18th day of March, 2025

M. Andy Moore, Mayor

ATTEST:

Elaine Andrews, Town Clerk

Business Item





Request for Town Council Action

**Business Resolution
Item: Adoption**
Date: 03/18/2025

Subject: Adopt Resolution of Support for the Smithfield to Benson East Coast Greenway Feasibility Study

Department: Planning Department

Presented by: Planner I – Micah Woodard

Presentation: Business Item

Issue Statement

Adopt a Resolution of Support for the Smithfield to Benson East Coast Greenway Feasibility Study

Financial Impact

N/A – The adoption does not commit the town to funding but may assist in future grant funding.

Action Needed

Adoption of Resolution No. 769 (08-2025) supporting the Smithfield to Benson East Coast Greenway Feasibility Study

Recommendation

Adopt a Resolution of Support for the Smithfield to Benson East Coast Greenway Feasibility Study

Approved: Town Manager Town Attorney

Attachments:

1. Staff Report
2. Resolution of Support



Staff Report

**Business Resolution
Item: Adoption**

Overview:

At the February Town Council meeting, Adrian O'Neil, Parks, Greenways, and Open-Space Director, presented the Smithfield to Benson East Coast Greenway Feasibility Study and asked for the Council's approval/adoption of it. Adrian has now asked the Town Council to adopt a resolution in support of the study. The resolution of support is a formal document that will help the County staff to obtain future trail grants from NCDOT and other agencies.

Town of Smithfield
Resolution No. 769 (08-2025)
Supporting the Smithfield to Benson East Coast Greenway Feasibility Study

Whereas, the Town Council of the Town of Smithfield is committed to the planning and development of the Mountains to Sea Trail and the East Coast Greenway as they connect and progress through the town and the county; and

Whereas, Johnston County and the Upper Coastal Plain Rural Planning Organization through grant funding from the North Carolina Department of Transportation have commissioned the Smithfield to Benson East Coast Greenway Feasibility Study; and

Whereas, the Smithfield to Benson East Coast Greenway Feasibility Study focuses on the development of this section of the East Coast Greenway (National and State Trail) and the Mountains to Sea Trail (State Trail) as a back-bone bicycle and pedestrian route for recreation, transportation, and healthy connectivity; and

Whereas, it will provide connectivity to Harnett, Wake, and Wayne Counties; and

Whereas, it will provide enhanced opportunities for commerce and tourism through the towns connected; and

Whereas, it has been endorsed and adopted by the Johnston County Board of Commissioners; and

Whereas, the Smithfield to Benson East Coast Greenway Feasibility Study will provide a plan and pathway towards the completion of the trail, which will provide a valuable resource for our children and future generations.

Now, Therefore, Be It Resolved by the Smithfield Town Council, that Smithfield, North Carolina adopts the Smithfield to Benson East Coast Greenway Feasibility Study and the direction of its trail development through their jurisdiction.

Adopted this the 18th day of March, 2025

M. Andy Moore, Mayor

ATTEST:

Elaine S. Andrews, Town Clerk

